



AMENDED AGENDA

OCONEE COUNTY COUNCIL MEETING

July 17, 2018

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- **June 5, 2018 Regular Minutes [AMENDED]**
- June 19, 2018 Regular Minutes

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Ordinance 2018-13 “AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SIGN CONTROL; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-15 “AN ORDINANCE AMENDING ARTICLE X OF CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING ADDING A SECTION NUMBER TO IDENTIFY THE ZONING MATRIX; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-16 “AN ORDINANCE REWRITING, REVISING, AND AMENDING CHAPTER 28 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING SOLID WASTE MANAGEMENT; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-17 “AN ORDINANCE REWRITING, REVISING, AND AMENDING ARTICLE IV OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING LITTER CONTROL; AND OTHER MATTERS RELATED THERETO.”

Third Reading of the Following Ordinances

- Ordinance 2018-13.....[see caption above]
- Ordinance 2018-15.....[see caption above]
- Ordinance 2018-16.....[see caption above]
- Ordinance 2018-17.....[see caption above]

Second Reading of the Following Ordinances

Ordinance 2018-18 “AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE BOARD OF ZONING APPEALS, SPECIFICALLY IN RELATION TO NOTIFICATION OF THE HEARINGS AND ACTIONS THEREOF; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-19 “AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING GENERAL PROVISIONS; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-20 “AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING BALLOON TESTING AND VIEWSHED ANALYSIS OF COMMUNICATION TOWERS; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-21 “AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING COMMUNICATION TOWER APPLICATIONS WHICH MAY BE ADMINISTRATIVELY APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-22 “AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING LAKE RESIDENTIAL DISTRICT SETBACKS; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-23 “AN ORDINANCE ESTABLISHING THE FUND BALANCE POLICY FOR OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-24 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC. AS LESSEE; AND OTHER MATTERS RELATED THERETO.”

Council's meetings shall be conducted pursuant to the South Carolina Freedom of Information Act, Council's Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition. This agenda may not be inclusive of all issues which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and issues to be discussed, acted upon, received as information and/or disposed of during the meeting. Items listed on Council's agenda may be taken up, tabled, postponed, reconsidered, removed or otherwise disposed of as provided for under Council's Rules, and Model Rules of Parliamentary Procedure for South Carolina Counties, latest edition, if not specified under Council's rules.

First Reading of the Following Ordinances

Ordinance 2018-25 “AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LEASE AGREEMENT (EXTENDING THE TERM) BETWEEN OCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA, FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO.”

Ordinance 2018-26 “AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING LAND DEVELOPMENT AND SUBDIVISION REGULATIONS, SPECIFICALLY IN RELATION TO CLARIFYING LANGUAGE RELATING TO MINIMUM LOT SIZES; AND OTHER MATTERS RELATED THERETO.”

First & Final Reading for the Following Resolutions

Resolution 2018-10 “A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED IN OCONEE COUNTY, SOUTH CAROLINA, FOR USE BY THE OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT, AND OTHER MATTERS RELATED THERETO.”

Discussion Regarding Action Items

Case Excavator / Quarry / \$588,400.02

Budget: \$750,219.00 Project Cost: \$588,400.02 Balance: \$161,818.98

This Excavator is a Case CX750D RTC. It will be used in the pit to feed the mobile jaw crusher, load haul trucks, and in all phases of overburden stripping.

After researching excavators with a minimum operating weight of 150,000 lbs., it was determined that the CASE CX750D RTC with a 72” Euro Style severe duty bucket, best met the needs of the quarry. There were no excavators of this size on State Contract, so the County is utilizing the North Carolina Sheriffs’ Association contract through a cooperative purchasing agreement. The contract discount is 6% off the list price of the equipment. Hills Machinery is offering a “dealer discretionary discount” of an additional \$245,878.82 off the contract price for the excavator and the 72” bucket.

It is the staff’s recommendation that Council approve the purchase of the Case Excavator from Hills Machinery Company of Columbia, SC, in the amount of \$588,400.02.

Engineering Services for Groundwater Sampling & Reporting / Solid Waste \$58,818.00

Professional – Remaining Budget: \$	220,000.00	Testing Wells – Remaining Budget: \$	70,000.00
Project:	<u>16,318.00</u>	Project:	<u>42,500.00</u>
Balance:\$	203,682.00	Balance: \$	27,500.00

At the January 17, 2017 Council meeting, Council approved the award of RFP 16-09 to Smith Gardner, Inc., for Engineering Services for Solid Waste. The Solid Waste department wishes to contract with Smith Gardner to provide engineering services for groundwater and stream water sampling and monitoring at the Seneca and Five Forks landfills; and the required analysis and submission of reports to

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SCDHEC. At the September 19, 2017 Council meeting, Council approved these same services to Smith Gardner in the amount of \$55,357, for the previous fiscal year, as these services are required annually by SCDHEC. The increase in price for this year is due to the addition of one new well at the Seneca landfill and two new wells at Five Forks landfill.

It is the staff’s recommendation that Council approve the total award of \$58,818.00 to Smith Gardner, Inc., of Raleigh, NC for engineering services for groundwater monitoring and reporting.

To discuss and authorize the Interim County Administrator to execute the FAA Grant Agreement and all ancillary documents related to, among other things, the purchase of real property located near the Oconee County Regional Airport.

To discuss and authorize the Interim County Administrator to do all things necessary and proper to purchase property located adjacent to the Oconee County Regional Airport, designated by TMS: 256-00-01-011, consisting of approximately .65 acres. The cost of the purchase is \$165,000, of which 95% is being funded by federal and state grant sources.

Board & Commission Appointments (IF ANY) [Seats listed are all co-terminus seats]
Board of Zoning Appeals.....District I

Unfinished Business [to include Vote and/or Action on matters brought up for discussion, if required] [None scheduled.]

New Business [may include items which may be scheduled for final action at a future meeting, if required] [None scheduled.]

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]
For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Receive legal advice and discuss class action litigation regarding PILT underpayments by the federal government.

[2] Receive legal advice and discuss lease agreement and related issues regarding the Rosa Clark clinic.

[3] Receive legal advice and discuss economic development matter related to extension of Salem water lines on Highway 11.

~~[4] Discussion regarding an Economic Development matter, Project Natural.~~

~~[5] Discussion regarding an Economic Development matter, Project Frame.~~

Discussion Regarding Action Items

Appropriate \$210,000 from Economic Development fund (as carried over from FY17/18) for purposes of contributing, by grant or otherwise, to the improvement of the Town of Salem’s water system. The contemplated improvement will include extending a water line along the east

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side of Highway 11 from Park Avenue southward for roughly one mile, to allow for improvements and expansion of existing businesses and provide an impetus for growth along that route.

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.

ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

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**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-13**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SIGN CONTROL; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”) a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 of the Code of Ordinances, specifically Article VIII, the “Sign Control Ordinances of Oconee County, South Carolina,” with specific reference being made to changes intended to improve clarity and usability; and,

WHEREAS, County Council has therefore determined to modify Article VIII, Chapter 32 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article VIII of Chapter 32 of the Code of Ordinances, entitled the *Sign Control Ordinance of Oconee County, South Carolina*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference.

Attached hereto as Attachment B is a version of Article VIII of Chapter 32 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and Section 4-9-130 of the South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article VIII of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 5, 2018
Second Reading: June 19, 2018
Third Reading: July 17, 2018
Public Hearing: July 17, 2018

Attachment A

3. ARTICLE VIII. - SIGN CONTROL¹⁸¹

Footnotes:

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Editor's note— Ord. No. 2017-09, § 1(Att. A), adopted July 18, 2017, amended Art. VIII in its entirety to read as herein set out. Former Art. VIII, §§ 32-515—32-524, pertained to similar subject matter, and derived from Ord. No. 2007-09, §§ 1, 2(1), 2(2), 3—9, adopted Aug. 21, 2007.

Sec. 32-515. - Title.

This article shall be known as the "Sign Control Ordinance of Oconee County, South Carolina." (Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-516. - Purpose.

It is the purpose of this article to establish regulations for the safe and orderly placement, for all signage to which this article applies in the unincorporated areas of the county; also, this article shall establish penalties such as are necessary to discourage the violations of these standards, and to establish appropriate fees to offset costs associated with implementation.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-517. - Authority.

This article is adopted pursuant to the provisions of S.C. Code 1976 § 4-9-30. Personnel employed by the county administrator as Zoning Administrator or their designee, code enforcement officers and personnel employed by the sheriff of the county shall be vested with the authority to enforce and administer signage control within the county.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-518. - Jurisdiction.

The regulations set forth in this article shall be applicable within the unincorporated areas of the county. All billboards and signs to which this article applies which are constructed in the unincorporated areas of the county after the date of adoption of these standards shall be permitted under these regulations. Billboards and signs existing at the time of the adoption of these standards shall be considered exempt, with the exception of any structure considered abandoned, disassembled, or otherwise removed from a site.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-519. - Terms and definitions.

Except where specifically defined herein, all words used in this article shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word "shall" is mandatory.

Abandoned billboard or sign means a billboard or sign which is not being maintained as required by S.C. Code § 57-25-110, et seq., and the regulations promulgated pursuant thereto, or which is overgrown by trees or other vegetation, not on the road right of way, or which has an

obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition.

Billboard means any advertising structure that directs persons to a different location from where the billboard is located or which is otherwise "off-premises" but makes no reference to a location. The sign area of a billboard ranges anywhere from 50 square feet to 672 square feet.

Building-mounted sign means any sign attached, or artistically rendered upon (such as painting), to a building or canopy/awning attached to a building or structure, placed horizontally, vertically, parallel or perpendicular too. When the building is located, and addressed, from a four-lane road the maximum sign area for a building mounted sign is 672 square feet. When the building is located and addressed from a two-lane road the maximum sign area for a building mounted sign is 75 square feet.

Existing billboard means for the purposes of these regulations any billboard either erected within the boundaries of the county prior to the adoption of this article or duly permitted by an agency of the county subsequent to the adoption of this article.

Four-lane road means any public road or highway consisting of four or more travel lanes.

Sign means any sign structure or combination of sign structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, advertising structure, advertisement, logo, symbol or other form which is designated, intended or used to advertise or inform in relation to the premises on which it is located, any part of the message or informative contents of which is visible from the main traveled way. The term does not include official traffic control signs, official markers, nor specific information panels erected, caused to be erected, or approved by the state department of transportation.

Sign area means the entire face of a sign or billboard, including the advertising surface and any framing, trim, or molding, but not including the supporting structure.

Sign permit means any permit, other than a building permit, obtained by an applicant from the county for the purpose of the construction or maintenance of a sign or billboard or a permit obtained for any temporary or political sign as defined by this article.

Stacked signs or billboards means any structure so configured to present two or more sign areas at different elevations and/or presenting two or more sign areas facing in the same direction.

Two-lane road means any public road or highway consisting of two travel lanes allowing traffic to flow in opposite directions. Such roads may or may not also have at various locations turning lanes, medians, islands, or other traffic control features designed to enhance the safe and efficient utilization of the thoroughfare.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-520. - Requirements for billboards and other commercial signs. Unless exempted hereby, all signs and billboards erected in the unincorporated areas of the county shall be permitted under the provisions of this article.

Sec. 32-521 Setback and Height

(a) Billboards and signs shall follow all setback requirements of the underlying zoning district.

(b) Billboards and signs height shall be limited by the underlying zoning district's height requirements.

Sec. 32-522 Billboards

(a) No billboard shall be erected within 1,300 feet of an existing billboard located on the same road. This distance shall be measured as the shortest route of ordinary pedestrian or vehicular travel along the public through fare from the location of an existing billboard to the proposed site.

(b) Maximum sign area for any billboard is 672 square feet.

(c) No billboards with a sign area greater than 75 square feet shall be permitted on two-lane roads.

(d) No billboard shall be located along any federal, state, or county designated scenic highways or roadways.

(e) No stacked billboards shall be permitted within the unincorporated areas of the county.

Sec. 32-523 Signs

(a) Signs less than or equal to 75 square feet are permitted on two-lane roads. Signs less than or equal to 50 square feet do not require a land-use permit.

(b) The maximum sign area on four-lane, or larger, roads shall contain no more than 75 feet of sign area per sign face. This excludes building-mounted signs, as defined by this chapter, which may contain up to 672 square feet of sign area.

Sec. 32-524 Abandoned Billboards and Signs

An abandoned billboard or sign, as defined by this article, shall be removed by the owner thereof or the owner of the property upon which the billboard or sign is located within 45 days of notification by the county building official that the billboard or sign is deemed abandoned. The billboard or sign owner and/or the property owner may appeal the county's designation of the billboard or sign as abandoned under this article to the magistrate's court of the county during the 45-day period to remove the billboard or sign. If the property owner files a timely appeal, the time period for removing the billboard or sign shall be tolled until the magistrate's court renders a decision. In the event that an abandoned billboard or sign is removed, the billboard or sign owner and/or the property owner shall have the right to replace it with a new billboard or sign of the same size and height and for the same location for a period of six months from the date of removal.

Sec. 32-525. - Exemptions.

(a) Replacing any billboard or sign face with no change in sign area, structure, or use of electricity does not require a permit.

(b) Any sign or billboard with a sign or billboard area less than 50 square feet shall be exempted from a land-use permit. (Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-526 Billboard and Sign submittal process

(a) Signs and billboards permitted under these regulations shall impose no obvious hazards to any drivers, pedestrians, bicyclists, or other users of any public road in the unincorporated areas of the county. As such, the following materials shall be submitted to the community development director or his/her designee at the time of application:

(1) A completed application form.

(2) A detailed site plan prepared and stamped by a surveyor licensed by the state, noting the proposed location of the structure, and verification that the new sign or billboard meets with all location requirements set forth in this article.

(3) A set of construction plans, to include all proposed lighting features. All plans submitted shall be stamped by appropriate professionals licensed by the state.

(4) Appropriate fees.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017) Sec. 32-527. - Fees.

Fees shall be established for the cost of a sign permit by county council from time to time.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-528. - Permits.

Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the community development director or his/her designee for construction of the billboard or sign. The land use permit shall be valid for six months from the date of issue; the owner/agent may be granted a one-time six-month extension, provided a written request is submitted to the planning director no later than seven working days prior to the original expiration date. Request for extension shall include documentation of efforts to obtain other necessary permits and permissions needed to begin construction, specifically noting the reason for the extension request. Extensions shall be granted only to those projects that were delayed through no fault of the owner/agent of the billboard or sign. The land use permit issued by the planning director shall in no way be construed to be a building permit needed to begin construction of a sign. No building permit, or other county-issued permits, certification or approval, shall be issued for a billboard or sign prior to the issuance of the land use permit.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-529. - Penalties.

Any person or entity violating the regulations set forth in this article is guilty of a misdemeanor and may be fined up to \$500.00 or imprisoned for 30 days or both.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Attachment B

3. ARTICLE VIII. - SIGN CONTROL[8]

Footnotes:

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Editor's note— Ord. No. 2017-09, § 1(Att. A), adopted July 18, 2017, amended Art. VIII in its entirety to read as herein set out. Former Art. VIII, §§ 32-515—32-524, pertained to similar subject matter and derived from Ord. No. 2007-09, §§ 1, 2(1), 2(2), 3—9, adopted Aug. 21, 2007.

Sec. 32-515. - Title.

This article shall be known as the "Sign Control Ordinance of Oconee County, South Carolina." (Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-516. - Purpose.

It is the purpose of this article to establish regulations for the safe and orderly placement, for all signage to which this article applies in the unincorporated areas of the county; also, this article shall establish penalties such as are necessary to discourage the violations of these standards, and to establish appropriate fees to offset costs associated with implementation. (Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-517. - Authority.

This article is adopted pursuant to the provisions of S.C. Code 1976 § 4-9-30. Personnel employed by the county administrator as **Zoning Administrator or their designee**, code enforcement officers and personnel employed by the sheriff of the county shall be vested with the authority to enforce and administer signage control within the county. (Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-518. - Jurisdiction.

The regulations set forth in this article shall be applicable within the unincorporated areas of the county. All billboards and signs to which this article applies which are constructed in the unincorporated areas of the county after the date of adoption of these standards shall be permitted under these regulations. Billboards and signs existing at the time of the adoption of these standards shall be considered exempt, with the exception of any structure considered abandoned, disassembled, or otherwise removed from a site. (Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-519. - Terms and definitions.

Except where specifically defined herein, all words used in this article shall carry their customary meanings. Words used in the present tense include the future tense; the singular number includes the plural. The word "shall" is mandatory.

Abandoned billboard or sign means a billboard or sign which is not being maintained as required by S.C. Code § 57-25-110, et seq., and the regulations promulgated pursuant thereto, or which is overgrown by trees or other vegetation, not on the road right of way, or which has an obsolete advertising message or no advertising message for a period of six months. Any public service signage shall not be considered abandoned under this definition.

Billboard means any advertising structure that directs persons to a different location from where the billboard is located or which is otherwise "off-premises" but makes no reference to a location. The sign area of a billboard ranges anywhere from 50 square feet to 672 square feet.

Building-mounted sign means any sign attached, or artistically rendered upon (such as painting), to a building or canopy/awning attached to a building or structure, placed horizontally, vertically, parallel or perpendicular too. When the building is located, and addressed, from a four-lane road the maximum sign area for a building mounted sign is 672 square feet. When the building is located and addressed from a two-lane road the maximum sign area for a building mounted sign is 75 square feet.

Existing billboard means for the purposes of these regulations any billboard either erected within the boundaries of the county prior to the adoption of this article or duly permitted by an agency of the county subsequent to the adoption of this article.

Four-lane road means any public road or highway consisting of four or more travel lanes.

Sign means any sign structure or combination of sign structure and message in the form of an outdoor sign, display, device, figure, painting, drawing, message, plaque, poster, advertising structure, advertisement, logo, symbol or other form which is designated, intended or used to advertise or inform in relation to the premises on which it is located, any part of the message or informative contents of which is visible from the main traveled way. The term does not include official traffic control signs, official markers, nor specific information panels erected, caused to be erected, or approved by the state department of transportation.

Sign area means the entire face of a sign or billboard, including the advertising surface and any framing, trim, or molding, but not including the supporting structure.

Sign permit means any permit, other than a building permit, obtained by an applicant from the county for the purpose of the construction or maintenance of a sign or billboard or a permit obtained for any temporary or political sign as defined by this article.

Stacked signs or billboards means any structure so configured to present two or more sign areas at different elevations and/or presenting two or more sign areas facing in the same direction.

Two-lane road means any public road or highway consisting of two travel lanes allowing traffic to flow in opposite directions. Such roads may or may not also have at various locations turning lanes, medians, islands, or other traffic control features designed to enhance the safe and efficient utilization of the thoroughfare.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-520. - Requirements for billboards and other commercial signs. Unless exempted hereby, all signs and billboards erected in the unincorporated areas of the county shall be permitted under the provisions of this article.

Sec. 32-521 Setback and Height

(a) Billboards and signs shall follow all setback requirements of the underlying zoning district.

(b) Billboards and signs height shall be limited by the underlying zoning district's height requirements.

Sec. 32-522 Billboards

- (a) No billboard shall be erected within 1,300 feet of an existing billboard located on the same road. This distance shall be measured as the shortest route of ordinary pedestrian or vehicular travel along the public through fare from the location of an existing billboard to the proposed site.
- (b) Maximum sign area for any billboard is 672 square feet.
- (c) No billboards with a sign area greater than 75 square feet shall be permitted on two-lane roads.
- (d) No billboard shall be located along any federal, state, or county designated scenic highways or roadways.
- (e) No stacked billboards shall be permitted within the unincorporated areas of the county.

Sec. 32-523 Signs

- (a) ~~Signs with a sign area greater than or equal to 50 square feet, but less than or equal to 75 square feet, shall be permitted on two-lane roads.~~ Signs less than or equal to 75 square feet are permitted on two-lane roads. Signs less than or equal to 50 square feet do not require a land-use permit.
- (b) The maximum sign area on four-lane, or larger, roads shall contain no more than 75 feet of sign area per sign face. This excludes building-mounted signs and billboards, as defined by this chapter, which may contain up to 672 square feet of sign area.

Sec. 32-524 Abandoned Billboards and Signs

An abandoned billboard or sign, as defined by this article, shall be removed by the owner thereof or the owner of the property upon which the billboard or sign is located within 45 days of notification by the county building official that the billboard or sign is deemed abandoned. The billboard or sign owner and/or the property owner may appeal the county's designation of the billboard or sign as abandoned under this article to the magistrate's court of the county during the 45-day period to remove the billboard or sign. If the property owner files a timely appeal, the time period for removing the billboard or sign shall be tolled until the magistrate's court renders a decision. In the event that an abandoned billboard or sign is removed, the billboard or sign owner and/or the property owner shall have the right to replace it with a new billboard or sign of the same size and height and for the same location for a period of six months from the date of removal.

Sec. 32-525. - Exemptions.

- (a) Replacing any billboard or sign face with no change in sign area, structure, or use of electricity does not require a permit.
- (b) Any sign or billboard with a sign or billboard area less than 50 square feet shall be exempted from a land-use permit. (Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-526 Billboard and Sign submittal process

- (a) Signs and billboards permitted under these regulations shall impose no obvious hazards to any drivers, pedestrians, bicyclists, or other users of any public road in the unincorporated areas of the county. As such, the following materials shall be submitted to the community development director or his/her designee at the time of application:
 - (1) A completed application form;
 - (2) A detailed site plan prepared and stamped by a surveyor licensed by the state, noting the proposed location of the structure, and verification that the new sign or billboard meets with all location requirements set forth in this article;

(3) A set of construction plans, to include all proposed lighting features. All plans submitted shall be stamped by appropriate professionals licensed by the state;

(4) Appropriate fees.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017) Sec. 32-527. - Fees.

Fees shall be established for the cost of a sign permit by county council from time to time.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-528. - Permits.

Upon satisfactory completion of all requirements set forth in this article, the owner/agent shall be issued a land use permit by the community development director or his/her designee for construction of the billboard or sign. The land use permit shall be valid for six months from the date of issue; the owner/agent may be granted a one-time six-month extension, provided a written request is submitted to the planning director no later than seven working days prior to the original expiration date. Request for extension shall include documentation of efforts to obtain other necessary permits and permissions needed to begin construction, specifically noting the reason for the extension request. Extensions shall be granted only to those projects that were delayed through no fault of the owner/agent of the billboard or sign. The land use permit issued by the planning director shall in no way be construed to be a building permit needed to begin construction of a sign. No building permit, or other county-issued permits, certification or approval, shall be issued for a billboard or sign prior to the issuance of the land use permit.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

Sec. 32-529. - Penalties.

Any person or entity violating the regulations set forth in this article is guilty of a misdemeanor and may be fined up to \$500.00 or imprisoned for 30 days or both.

(Ord. No. 2017-09, § 1(Att. A), 7-18-2017)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-15**

AN ORDINANCE AMENDING ARTICLE X OF CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING ADDING A SECTION NUMBER TO IDENTIFY THE ZONING MATRIX; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”) a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 38 of the Code of Ordinances in order to add a section number to identify the Zoning Matrix; and,

WHEREAS, County Council has therefore determined to modify Article X of Chapter 38 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Section 38-10.16 is added to the Code of Ordinances, which is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Article X of

Chapter 38 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 5, 2018
Second Reading: June 19, 2018
Third Reading: July 17, 2018
Public Hearing: July 17, 2018

Attachment "A"

Sec. 38-10.15. - Planned development district (PDD).

Title: Planned development district.

Definition: Those areas suitable for relatively intense mixed-use development that offers significant amounts of open space and designed amenities that enhance the surrounding scenic, natural, and cultural characteristics.

Intent: This district is intended to allow flexibility in development that will result in improved design, character, and quality of new mixed-use developments in order to preserve natural and scenic features of open spaces that might be negatively impacted by more restrictive zoning districts.

Definitions: For the purposes of this district, the following definitions shall apply.

- (1) **Impervious surface ratio (ISR)** —The ratio of impervious surface area to a development's total area (ISR = Area of Impervious Surface/Total Project Area).
- (2) **Open space** —Portions of a project not occupied by private lots, amenities, public road right-of-ways, or other restricted or built-upon areas, that are generally accessible for passive recreational use by the development's residents, tenants, patrons and guests. Open space shall not include lawns, landscaping, and other areas considered accessory to a specific amenity or structure, but may include required buffer areas.

Uses:

Permitted uses: A listing of uses permitted within a particular planned development district shall be contained in a plan adopted as part of the regulations applying to that district only. Uses may be of similar residential or commercial character, or may consist of a mix of residential, commercial, or other appropriate uses. Uses shall be restricted to those listed in the adopted plan.

Dimensional requirements:*

Project Area, Density and Open Space			Minimum Yard Requirements and Lot Size		Max. Height
Min. Project Area	Max. Density	Min. Open Space	Front, Side and Rear Setbacks	Min. Lot Size	Structure Height (ft.)
5 acres	Set in approved plan	15% of Site Project Area	Set in approved plan	Set in approved plan	65

*See Article 9 for general provisions and exceptions to dimensional requirements.

Additional requirements:

- (1) With the exception of the draft ordinance of amendments necessary to amend these zoning regulations to approve the planned development, all draft plans, agreements, or other materials related to the establishment of a planned development district shall be the responsibility of the developer.
- (2) All such plans shall be stamped and signed by an appropriate design professional licensed by the State of South Carolina.

- (3) Proposed planned developments shall meet standards established for non-residential parking, buffering/screening, and lighting established in Appendix A of Chapter 38 (Zoning) of the Oconee County Code of Ordinances, as amended.
- (4) All commercial signage in proposed planned developments shall be designed and located so as to avoid any negative impacts on neighboring uses both inside and outside the development. All road signage shall meet the standards established in the latest edition of the Manual of Uniform Traffic Control Devices.
- (5) All variations from adopted county regulations shall be specifically and clearly stated in the approved plan. Any regulation, standard or requirement not varied in an approved plan shall be strictly applied.
- (6) Proposed planned developments shall consist of a use mix of no less than five percent commercial, and 20 percent residential.
- (7) All historic and/or culturally significant structures and sensitive natural areas within the boundaries of the proposed planned development shall be identified on plans, and protected, preserved and maintained by methods endorsed by appropriate state and federal agencies. A maintenance plan for each such significant or sensitive feature shall be included as part of an approved planned development plan.
- (8) To the extent possible, all proposed planned developments shall be designed to provide for pedestrian and bicycle traffic, with 'bicycle lanes' included on roads designed to accommodate more than 400 average daily trips (ADT's). An all-weather trail or sidewalk designed to safely accommodate both pedestrian and bicycle traffic may be approved in lieu of this requirement.
- (9) Stormwater control measures shall be designed and maintained so as to adequately ensure post-construction runoff generated from planned development meets minimum requirements as defined by state regulations. Low impact development (LID) measures utilizing controls such as natural infiltration and vegetative conveyance systems, as well as stormwater wetlands, bioretention areas, and vegetative filter strips are encouraged to be utilized to the extent possible.

Sec. 38-10.16. - Zoning Use Matrix

Uses	TRD	AD	ARD	CD	RRD	PRLD	RD	LRD	CCD	HCD	ID	MUD
Zoning Use Matrix												
Agricultural production, crops, livestock, and poultry	P	P	X	P	P	X	X	X	X	X	X	X
Agricultural production, crops, livestock, and poultry (excluding commercial chicken houses, commercial hog parlors, and commercial feed lots)	P	P	P	P	P	X	P	X	P	P	P	X
Agricultural support services-veterinarians, kennels, feed/seeds, supply stores,	P	P	P	X	P	X	X	X	P	P	P	X

implements, etc.												
Air strips	S	S	X	X	S	X	X	X	X	S	S	X
Auction houses	P	P	S	X	P	X	X	X	C	C	X	C
Auditorium/Indoor Public Assembly	P	S	X	X	X	X	X	X	P	P	X	X
Bed and Breakfast Inns	P	C	P	S	P	X	S	S	C	P	X	X
Building and Trade Contractors, including materials and supply uses	P	P	S	X	X	X	X	X	P	P	P	P
Cemeteries and accessory uses	P	P	P	P	P	X	P	X	C	P	P	P
Civic, fraternal, professional, and political organizations	P	P	P	X	P	X	S	X	P	P	X	P
Commercial Fishing, Hunting and Trapping	P	P	S	S	S	S	X	X	X	X	X	X
Communications towers	S	S	S	S	S	S	X	X	S	S	S	S
Conservation subdivisions	C	C	C	S	C	X	C	C	X	C	X	C
Convenience stores (excluding motor vehicle services)	P	S	S	X	S	X	X	X	P	P	P	P
Correctional facilities and half-way houses	X	X	X	X	X	X	X	X	X	X	S	X
Day Care Facilities (all ages)	P	P	S	X	S	X	S	S	P	P	X	S
Distribution and other Warehouses	P	P	X	X	X	X	X	X	S	P	P	S
Educational buildings, and Research Facilities (all types)	S	S	X	S	S	P	S	X	P	P	P	S
Emergency services	P	P	P	X	P	X	P	P	P	P	P	P
Farm and roadside markets	P	P	P	P	P	P	X	X	P	P	X	X
Financial Services	P	S	X	X	X	X	X	X	P	P	X	P
Forestry/Silviculture	P	P	P	P	P	P	P	P	P	P	P	P
Fuel supply services	X	P	X	X	X	X	X	X	S	P	P	S

Funeral homes and services	X	X	X	X	X	X	X	X	P	P	X	P
Golf courses, country clubs, driving ranges	S	X	S	X	X	X	P	P	X	P	X	X
Government buildings (excluding correctional facilities)	P	S	X	S	P	P	P	X	P	P	P	P
Group Homes	S	S	S	X	S	S	S	X	X	X	X	S
Greenhouses, nurseries, and landscape commerical services	P	P	P	S	P	X	X	X	P	P	P	P
Gun and Archery clubs and shooting ranges	S	S	X	S	S	X	X	X	X	S	X	X
Health care services, service retail, and emergency short term shelters	P	P	S	X	P	X	X	X	P	P	X	P
Home occupations and businesses	C	C	C	C	C	X	C	C	C	C	X	C
Hotels, Motels, and Inns	S	S	X	X	X	X	X	X	P	P	X	X
Laundry Mats	P	P	P	X	X	X	X	X	P	P	X	P
Laundry and dry cleaning services	P	X	X	X	X	X	X	X	P	P	X	S
Light Manufacturing	P	S	X	X	X	X	X	X	S	P	P	S
Liquor stores and bars	X	X	X	X	X	X	X	X	S	S	X	S
Lumber and saw mills (permanent)	P	P	X	X	X	X	X	X	X	X	P	X
Lumber and saw mills (portable)	P	P	P	P	P	P	P	P	P	P	P	P
Manufactured Home Dealer	X	X	X	X	X	X	X	X	X	P	P	X
Heavy Manufacturing	X	X	X	X	X	X	X	X	X	S	P	X
Marinas	S	S	S	X	S	S	S	S	P	P	P	X
Mini storage or mini warehouses	X	X	X	X	X	X	X	X	P	P	P	X
Mining	S	S	X	X	X	X	X	X	X	X	X	X
Mixed Use Buildings and	P	P	X	X	P	X	S	X	P	P	X	P

parcels												
Motor vehicle parking and garages (as a principal business use)	X	X	X	X	X	X	X	X	P	P	P	X
Motor vehicle sales and rental	S	X	X	X	X	X	X	X	P	P	P	X
Motor vehicle services and repair	P	P	P	X	X	X	X	X	C	P	P	C
Motor vehicle services and gas stations (excluding truck stops)	P	P	X	X	P	X	X	X	P	P	P	P
Movie theater	P	X	X	X	X	X	X	X	S	P	X	X
Multi-family residential development (structures containing 5 or more residential units)	P	X	S	X	X	X	S	S	S	P	X	S
Multi-family residential development (structures containing no more than 4 residential units)	P	X	S	X	X	X	P	S	S	S	X	P
Museums, cultural centers, historical sites, sightseeing, and similar institutions	P	P	P	S	P	P	P	X	P	P	X	P
Office uses, general	P	X	X	X	X	X	S	X	P	P	X	P
Outdoor Retail	P	P	P	X	P	X	X	X	P	P	X	C
Places of worship	P	P	P	P	P	P	P	P	P	P	S	P
Public, Private, and Commercial parks and recreation, camping or social facilities	P	P	P	S	P	P	P	S	P	P	X	X
Public and private utilities	P	P	P	P	P	P	X	X	P	P	P	P
Railroad stations	P	X	X	X	X	X	X	X	P	P	P	X
Residential care facilities	S	X	X	X	S	X	S	X	P	P	X	S
Restaurants (up to 2,500 square feet)	C	P	S	X	C	X	X	X	P	P	S	P
Restaurants (greater than	S	S	X	X	S	X	X	X	P	P	S	S

2,500 square feet)												
Retail uses (up to 5,000 square feet)	P	S	S	X	P	X	X	X	P	P	P	P
Retail uses (5,000—50,000 square feet)	S	X	X	X	S	X	X	X	X	P	P	S
Retail uses (greater than 50,000 square feet)	X	X	X	X	X	X	X	X	X	P	S	X
Roadside Stands	P	P	P	P	P	X	P	P	P	P	P	P
Salvage yard, Junkyard, and Recycling Operations	S	S	X	X	X	X	X	X	X	X	P	X
Single-family detached residential	P	P	P	P	P	X	P	P	P	P	X	P
Single-family subdivisions (10 units or less)	P	S	P	X	P	X	P	P	P	X	X	P
Single-family subdivisions (more than 10 units)	S	X	X	X	X	X	P	P	S	X	X	S
Solid waste landfill and Waste Management Services; (excluding hazardous waste)	S	S	X	X	X	X	X	X	X	X	S	X
Taxidermy, slaughter houses and wild game processing	P	P	S	S	P	X	X	X	S	S	X	X
Waste management services (excluding hazardous waste)	S	S	X	X	X	X	X	X	X	X	P	X

X—Not permitted

P—Permitted

C—Conditional use - permitted if conditions are met

S—Special exception - approved by Board of Zoning Appeals

(Ord. No. 2012-14, § 1, 5-15-2012)

Attachment "B"

Sec. 38-10.15. - Planned development district (PDD).

Title: Planned development district.

Definition: Those areas suitable for relatively intense mixed-use development that offers significant amounts of open space and designed amenities that enhance the surrounding scenic, natural, and cultural characteristics.

Intent: This district is intended to allow flexibility in development that will result in improved design, character, and quality of new mixed-use developments in order to preserve natural and scenic features of open spaces that might be negatively impacted by more restrictive zoning districts.

Definitions: For the purposes of this district, the following definitions shall apply.

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Uses:

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*Dimensional requirements:**

Project Area, Density and Open Space			Minimum Yard Requirements and Lot Size		Max. Height
Min. Project Area	Max. Density	Min. Open Space	Front, Side and Rear Setbacks	Min. Lot Size	Structure Height (ft.)
5 acres	Set in approved plan	15% of Site Project Area	Set in approved plan	Set in approved plan	65

*See Article 9 for general provisions and exceptions to dimensional requirements.

Additional requirements:

- (1) With the exception of the draft ordinance of amendments necessary to amend these zoning regulations to approve the planned development, all draft plans, agreements, or other materials related to the establishment of a planned development district shall be the responsibility of the developer.
- (2) All such plans shall be stamped and signed by an appropriate design professional licensed by the State of South Carolina.

- (3) Proposed planned developments shall meet standards established for non-residential parking, buffering/screening, and lighting established in Appendix A of Chapter 38 (Zoning) of the Oconee County Code of Ordinances, as amended.
- (4) All commercial signage in proposed planned developments shall be designed and located so as to avoid any negative impacts on neighboring uses both inside and outside the development. All road signage shall meet the standards established in the latest edition of the Manual of Uniform Traffic Control Devices.
- (5) All variations from adopted county regulations shall be specifically and clearly stated in the approved plan. Any regulation, standard or requirement not varied in an approved plan shall be strictly applied.
- (6) Proposed planned developments shall consist of a use mix of no less than five percent commercial, and 20 percent residential.
- (7) All historic and/or culturally significant structures and sensitive natural areas within the boundaries of the proposed planned development shall be identified on plans, and protected, preserved and maintained by methods endorsed by appropriate state and federal agencies. A maintenance plan for each such significant or sensitive feature shall be included as part of an approved planned development plan.
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- (9) Stormwater control measures shall be designed and maintained so as to adequately ensure post-construction runoff generated from planned development meets minimum requirements as defined by state regulations. Low impact development (LID) measures utilizing controls such as natural infiltration and vegetative conveyance systems, as well as stormwater wetlands, bioretention areas, and vegetative filter strips are encouraged to be utilized to the extent possible.

Sec. 38-10.16 - Zoning Use Matrix

Uses	TRD	AD	ARD	CD	RRD	PRLD	RD	LRD	CCD	HCD	ID	MUD
Zoning Use Matrix												
Agricultural production, crops, livestock, and poultry	P	P	X	P	P	X	X	X	X	X	X	X
Agricultural production, crops, livestock, and poultry (excluding commercial chicken houses, commercial hog parlors, and commercial feed lots)	P	P	P	P	P	X	P	X	P	P	P	X
Agricultural support services-veterinarians, kennels, feed/seeds, supply stores,	P	P	P	X	P	X	X	X	P	P	P	X

implements, etc.												
Air strips	S	S	X	X	S	X	X	X	X	S	S	X
Auction houses	P	P	S	X	P	X	X	X	C	C	X	C
Auditorium/Indoor Public Assembly	P	S	X	X	X	X	X	X	P	P	X	X
Bed and Breakfast Inns	P	C	P	S	P	X	S	S	C	P	X	X
Building and Trade Contractors, including materials and supply uses	P	P	S	X	X	X	X	X	P	P	P	P
Cemeteries and accessory uses	P	P	P	P	P	X	P	X	C	P	P	P
Civic, fraternal, professional, and political organizations	P	P	P	X	P	X	S	X	P	P	X	P
Commercial Fishing, Hunting and Trapping	P	P	S	S	S	S	X	X	X	X	X	X
Communications towers	S	S	S	S	S	S	X	X	S	S	S	S
Conservation subdivisions	C	C	C	S	C	X	C	C	X	C	X	C
Convenience stores (excluding motor vehicle services)	P	S	S	X	S	X	X	X	P	P	P	P
Correctional facilities and half-way houses	X	X	X	X	X	X	X	X	X	X	S	X
Day Care Facilities (all ages)	P	P	S	X	S	X	S	S	P	P	X	S
Distribution and other Warehouses	P	P	X	X	X	X	X	X	S	P	P	S
Educational buildings, and Research Facilities (all types)	S	S	X	S	S	P	S	X	P	P	P	S
Emergency services	P	P	P	X	P	X	P	P	P	P	P	P
Farm and roadside markets	P	P	P	P	P	P	X	X	P	P	X	X
Financial Services	P	S	X	X	X	X	X	X	P	P	X	P
Forestry/Silviculture	P	P	P	P	P	P	P	P	P	P	P	P
Fuel supply services	X	P	X	X	X	X	X	X	S	P	P	S

Funeral homes and services	X	X	X	X	X	X	X	X	P	P	X	P
Golf courses, country clubs, driving ranges	S	X	S	X	X	X	P	P	X	P	X	X
Government buildings (excluding correctional facilities)	P	S	X	S	P	P	P	X	P	P	P	P
Group Homes	S	S	S	X	S	S	S	X	X	X	X	S
Greenhouses, nurseries, and landscape commerical services	P	P	P	S	P	X	X	X	P	P	P	P
Gun and Archery clubs and shooting ranges	S	S	X	S	S	X	X	X	X	S	X	X
Health care services, service retail, and emergency short term shelters	P	P	S	X	P	X	X	X	P	P	X	P
Home occupations and businesses	C	C	C	C	C	X	C	C	C	C	X	C
Hotels, Motels, and Inns	S	S	X	X	X	X	X	X	P	P	X	X
Laundry Mats	P	P	P	X	X	X	X	X	P	P	X	P
Laundry and dry cleaning services	P	X	X	X	X	X	X	X	P	P	X	S
Light Manufacturing	P	S	X	X	X	X	X	X	S	P	P	S
Liquor stores and bars	X	X	X	X	X	X	X	X	S	S	X	S
Lumber and saw mills (permanent)	P	P	X	X	X	X	X	X	X	X	P	X
Lumber and saw mills (portable)	P	P	P	P	P	P	P	P	P	P	P	P
Manufactured Home Dealer	X	X	X	X	X	X	X	X	X	P	P	X
Heavy Manufacturing	X	X	X	X	X	X	X	X	X	S	P	X
Marinas	S	S	S	X	S	S	S	S	P	P	P	X
Mini storage or mini warehouses	X	X	X	X	X	X	X	X	P	P	P	X
Mining	S	S	X	X	X	X	X	X	X	X	X	X
Mixed Use Buildings and	P	P	X	X	P	X	S	X	P	P	X	P

parcels												
Motor vehicle parking and garages (as a principal business use)	X	X	X	X	X	X	X	X	P	P	P	X
Motor vehicle sales and rental	S	X	X	X	X	X	X	X	P	P	P	X
Motor vehicle services and repair	P	P	P	X	X	X	X	X	C	P	P	C
Motor vehicle services and gas stations (excluding truck stops)	P	P	X	X	P	X	X	X	P	P	P	P
Movie theater	P	X	X	X	X	X	X	X	S	P	X	X
Multi-family residential development (structures containing 5 or more residential units)	P	X	S	X	X	X	S	S	S	P	X	S
Multi-family residential development (structures containing no more than 4 residential units)	P	X	S	X	X	X	P	S	S	S	X	P
Museums, cultural centers, historical sites, sightseeing, and similar institutions	P	P	P	S	P	P	P	X	P	P	X	P
Office uses, general	P	X	X	X	X	X	S	X	P	P	X	P
Outdoor Retail	P	P	P	X	P	X	X	X	P	P	X	C
Places of worship	P	P	P	P	P	P	P	P	P	P	S	P
Public, Private, and Commercial parks and recreation, camping or social facilities	P	P	P	S	P	P	P	S	P	P	X	X
Public and private utilities	P	P	P	P	P	P	X	X	P	P	P	P
Railroad stations	P	X	X	X	X	X	X	X	P	P	P	X
Residential care facilities	S	X	X	X	S	X	S	X	P	P	X	S
Restaurants (up to 2,500 square feet)	C	P	S	X	C	X	X	X	P	P	S	P
Restaurants (greater than	S	S	X	X	S	X	X	X	P	P	S	S

2,500 square feet)												
Retail uses (up to 5,000 square feet)	P	S	S	X	P	X	X	X	P	P	P	P
Retail uses (5,000—50,000 square feet)	S	X	X	X	S	X	X	X	X	P	P	S
Retail uses (greater than 50,000 square feet)	X	X	X	X	X	X	X	X	X	P	S	X
Roadside Stands	P	P	P	P	P	X	P	P	P	P	P	P
Salvage yard, Junkyard, and Recycling Operations	S	S	X	X	X	X	X	X	X	X	P	X
Single-family detached residential	P	P	P	P	P	X	P	P	P	P	X	P
Single-family subdivisions (10 units or less)	P	S	P	X	P	X	P	P	P	X	X	P
Single-family subdivisions (more than 10 units)	S	X	X	X	X	X	P	P	S	X	X	S
Solid waste landfill and Waste Management Services; (excluding hazardous waste)	S	S	X	X	X	X	X	X	X	X	S	X
Taxidermy, slaughter houses and wild game processing	P	P	S	S	P	X	X	X	S	S	X	X
Waste management services (excluding hazardous waste)	S	S	X	X	X	X	X	X	X	X	P	X

X—Not permitted

P—Permitted

C—Conditional use - permitted if conditions are met

S—Special exception - approved by Board of Zoning Appeals

(Ord. No. 2012-14, § 1, 5-15-2012)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-16**

AN ORDINANCE REWRITING, REVISING, AND AMENDING
CHAPTER 28 OF THE OCONEE COUNTY CODE OF
ORDINANCES, REGARDING SOLID WASTE
MANAGEMENT; AND OTHER MATTERS RELATED
THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to rewrite, revise, and amend all of Chapter 28 of the Code of Ordinances by establishing a new “Solid Waste Management Ordinance”; and,

WHEREAS, this Ordinance is authorized by the South Carolina Solid Waste Policy and Management Act of 1991, S.C. Code § 44-96-10, et seq., as well as S.C. Code § 4-9-25, S.C. Code § 4-9-30, S.C. Code § 16-11-700, S.C. Code § 44-55-1010, et seq., and other applicable state and federal statutory, decisional, and regulatory law; and,

WHEREAS, this Ordinance is intended to be the new Solid Waste Management Ordinance of Oconee County, repealing all ordinances, orders, resolutions, and actions of County Council inconsistent herewith and/or which were previously codified in Chapter 28 of the Code of Ordinances, including specifically Ordinances 1980-12 and 1982-08, and affirming and preserving all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Chapter 28 of the Code of Ordinances is hereby rewritten, revised, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Chapter 28 showing the provisions of the former Chapter 28 that have been carried over to this new ordinance, in one form or another; it is for illustrative purposes only, and shall not be codified.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances, not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 5, 2018
Second Reading: June 19, 2018
Third Reading: July 17, 2018
Public Hearing: July 17, 2018

ORDINANCE 2018-16

ATTACHMENT A

Section 1. PURPOSE

This Chapter authorizes and provides for solid waste management in Oconee County, South Carolina (“County”); establishing powers and duties in connection therewith; establishing standards and requirements for the handling of Solid Waste, as defined herein; providing for the enforcement of these requirements; and imposing penalties for failure to comply with these provisions.

This Chapter is drafted for the benefit of the citizens of the County, both present and future. The County recognizes that a clean, safe, and attractive environment is important to the health and welfare of all County inhabitants.

Section 2. AUTHORITY

- (a) This Chapter is authorized by the South Carolina Solid Waste Policy and Management Act of 1991, S.C. Code § 44-96-10 et seq., as well as S.C. Code § 4-9-25, S.C. Code § 4-9-30, S.C. Code § 16-11-700, S.C. Code § 44-55-1010, et seq., and other applicable state and federal statutory, decisional, and regulatory law.
- (b) The Director of the Oconee County Solid Waste Department may publish rules and regulations that are in addition, but not contrary, to the provisions of this Chapter. All such rules and regulations must be approved by the County Administrator and shall be maintained in the “Oconee County Solid Waste Operational Manual” or “Operational Manual” which shall be made available to the public at the Oconee County Solid Waste Complex, 15028 Wells Hwy, Seneca, SC 29678, and which may also be found at <http://www.oconeesc.com/departments/kz/solidwaste.aspx>. The rules and regulations contained in the Operational Manual shall only address administrative matters and not assume any legislative powers, which are expressly reserved to the Oconee County Council.

Section 3. JURISDICTION

This Chapter applies to all unincorporated areas of the Oconee County, and to any other areas under its jurisdiction by intergovernmental agreement, operation of law, or otherwise.

Section 4. DEFINITIONS

- (a) Any term not specifically defined in this section shall be construed pursuant to its plain and ordinary meaning. The word “shall” is always mandatory and not merely discretionary.

- (b) **“Bulky Solid Waste”** means large items of solid waste such as furniture, large auto parts, and other oversized items whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.
- (c) **“Collector”** means any Person or entity engaged in the business of collecting, transporting, and/or disposing of Solid Waste within the County and which is licensed, or required to be licensed, by the Oconee County Solid Waste Department for such activities.
- (d) **“Commercial Solid Waste”** means Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing entities or activities, excluding Residential and Industrial Solid Waste.
- (e) **“County Council”** means the Oconee County Council.
- (f) **“County”** means Oconee County, South Carolina.
- (g) **“DHEC”** means the South Carolina Department of Health and Environmental Control, a governmental agency responsible for public health and the environment in the State of South Carolina.
- (h) **“Department”** means the Oconee County Solid Waste Department.
- (i) **“Director”** means the Director of the Oconee County Solid Waste Department.
- (j) **“Garbage”** means all putrescible waste, including animal offal and carcasses, and recognizable industrial by-products, but excluding sewage and human waste.
- (k) **“Hazardous Waste”** means any waste, or combination of wastes, of a solid, liquid, contained gaseous, or semisolid form which because of its quantity, concentration, or physical, chemical, or infectious characteristics may in the judgment of the Department:
 - (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or
 - (2) contain (i) any “hazardous substance” as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.) (“**CERCLA**”) or any regulations promulgated under CERCLA; (ii) any “hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) (“**RCRA**”) or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) polychlorinated biphenyls; or (vi) radon gas.
- (l) **“Industrial Waste”** means Solid Waste that results from industrial / manufacturing processes including, but not limited to, those of factories and treatment plants.
- (m) **“Litter”** means all Solid Waste which is not stored in secure Solid Waste receptacles, meeting standards established herein and by the County Litter Control Ordinance, or which is otherwise not disposed of in a manner provided by law.
- (n) **“Person”** means an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

- (o) **“Putrescible Waste”** means Solid Waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to be capable of creating foul smelling odors and attracting or providing food for animals.
- (p) **“Recyclable Materials”** means those materials which are capable of being recycled which would otherwise be processed or disposed of as Solid Waste.
- (q) **“Recycling”** means any process by which Recyclable Materials are collected, separated, processed, and reused or returned to use in the form of raw materials or products.
- (r) **“Refuse”** means all non-putrescible waste.
- (s) **“Residential Waste”** means Solid Waste generated by a single family residence, excluding Commercial and Industrial Solid Waste.
- (t) **“Single Family Residence”** means premises used for or designated as a single-family residential dwelling, including each dwelling unit contained within a (a) condominium structure; (b) duplex, triplex, etc.; (c) townhouse structure; or (d) mobile home park.
- (u) **“Sludge”** means any solid, semisolid, or liquid waste generated from a municipal, commercial, institutional, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility, or any other waste having similar characteristics and effects.
- (v) **“Solid Waste”** means any Garbage, Refuse, Sludge, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, residential, mining, and agricultural operations and from community activities. This term does not include solid or dissolved material in domestic sewage, recovered materials, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to NPDES permits under the Federal Water Pollution Control Act, as amended, or the Pollution Control Act of South Carolina, as amended, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended. Also excluded from this definition are the application of fertilizer and animal manure during normal agricultural operations and Refuse as defined and regulated pursuant to the South Carolina Mining Act, including processed mineral waste, which will not have a significant adverse impact on the environment.
- (w) **“Solid Waste Management System”** means all facilities, activities, and actions, including monitoring and regulating, deemed necessary by County Council and executed primarily by the Department to manage Solid Waste, including collection, transportation, treatment, and disposal.
- (x) **“Used Tire Dealer”** means any commercial entity that sells used tires.
- (y) **“Waste Tire”** means a tire that is no longer suitable for its original intended purpose.
- (z) **“Waste Tire Collection Facility”** means a permitted facility or a facility exempted from permit requirement, used for the temporary storage of waste tires.
- (aa) **“Yard Waste”** means Solid Waste consisting solely of vegetative matter resulting from landscaping maintenance.

Section 5. THE OCONEE COUNTY SOLID WASTE DEPARTMENT

- (a) The Oconee County Solid Waste Department shall operate the County's Solid Waste Management System, and shall include the employees of the County who manage the disposal, recycling, transfer, transportation, and other operations involved in the management of Solid Waste.
- (b) The Department shall operate under the direction of the Solid Waste Director, who shall report to the County Administrator.

Section 6. COLLECTORS

- (a) Licensing and Fees.
 - (1) All Collectors must obtain and maintain a County license for operation, along with any other required local, state, and federal licenses and decals before collection and disposal of any Solid Waste at an approved County Facility.
 - (2) County license fees for Collectors of the various categories of Solid Waste shall be established by County Council and posted at the Oconee County Solid Waste Complex, 15028 Wells Hwy, Seneca, SC 29678, and may also be found at www.oconeesc.com/departments/kz/solidwaste.aspx.
 - (3) Any Collector of Solid Waste shall dispose of such Solid Waste only at the designated and appropriate County Facility, or at such other site as approved by DHEC.
 - (4) Each Collector shall furnish to the Department maps of proposed and/or established routes for which licensure or re-licensure is requested. Such maps shall include the proposed number of residential customers and such other information as deemed necessary by the Department.
 - (5) Each licensed Collector shall be required to attest in writing that it has read this Chapter and all rules and regulations promulgated by the Department and agrees to abide by them. Failure to abide by this Chapter and/or the rules and regulations shall be cause for revocation of a Collector's license. Any licensed Collector who shall discontinue an approved route shall notify the Director of the intention to discontinue such route at least sixty (60) days prior to the date set for discontinuance, except in the event of death, providential disaster, or exception granted by the County Council.
- (b) Collector's Vehicles.
 - (1) All vehicles used to collect, transport, and dispose of Solid Waste in the County must prominently display a decal, which shall be purchased from the Department, indicating the vehicle is licensed to collect waste within the County.
 - (2) Every vehicle used for transportation of Solid Waste shall be equipped with a hauling body which shall be reasonably watertight. The vehicle must also be equipped with a tarp, canvas, or other Department-approved device capable of ensuring no loss of any collected waste. Failure to comply with either of these requirements constitutes a per se violation of this Chapter.

- (3) Every vehicle used for the collection of Solid Waste shall at all times be kept properly maintained. Every vehicle shall carry a legend on the side wall of the hauling body with a minimum of two-inch lettering, which shall include:
 - a. The name of the Collector;
 - b. The address of the Collector; and,
 - c. The Collector's telephone number.
- (c) Collection.
 - (1) The Collector shall not dent, bend, punch holes in or otherwise damage the container provided by the individual Solid Waste generator and shall empty, recover, and return the container to the designated collection place.
 - (2) Collectors shall be subject to a penalty for depositing mixed Residential and Commercial and/or Industrial Solid Waste at any facility.

Section 7. OCONEE COUNTY DISPOSAL FACILITIES

- (a) General Provisions.
 - (1) The County-owned facilities ("County Facilities") described in this Section may be used for the disposal of Solid Waste by any Person who is an inhabitant of the County. Solid Waste shall be disposed of at the appropriate County Facility, as outlined below, and in a manner consistent with all procedures published by the Department. The Director or his designee shall have the authority to require proof of proper Solid Waste disposal methods from businesses and commercial establishments.
 - (2) All County Facilities shall be under the supervision of the Director, in accordance with the rules and regulations published by the Department and DHEC, along with the ordinances of the County Council.
 - (3) It shall be unlawful for any Person to loiter or trespass at any County Facility, or to come thereon except for the transaction of business during normal operating hours. No Person shall scatter, probe through, scavenge, interfere with, or disturb Solid Waste or any other item located at any County Facility.
 - (4) Depositing Solid Waste in undesignated or inappropriate areas at, or around, any County Facility is strictly prohibited.
 - (5) The use of County-owned equipment, in any manner, to remove or otherwise handle Solid Waste from a vehicle that is not County-owned or by a Person that is not an employee of the County, is strictly prohibited.
 - (6) No burning item, flammable solution, explosive, hot ash, or similar item shall be placed in, around, or near any of the equipment provided for Solid Waste collection and/or storage.
 - (7) Sewage solids or liquids, septic tank waste; unstable, flammable, or inflammatory substances; animals or carcasses; hazardous or potentially hazardous substances; or

any solid deemed inappropriate by the Director or designee may not be disposed at any County Facility.

- (8) Materials that are suitable for mulching shall only be disposed of at the County Mulching Yard. All customers will be charged the current landfill tipping fee for *mixed loads*.
- (9) All loads are subject to inspection by the Department. No unacceptable Solid Waste shall be unloaded at a County Facility. Any unacceptable Solid Waste unloaded at a County Facility shall be considered litter and shall be removed at the owner's expense. Such owner may be subject to other fees and penalties set forth in this Chapter and/or the County's Litter Control Ordinance.
- (10) All patrons of County Facilities must exit the facilities prior to the posted closing times.
- (11) Pets, of any nature, are prohibited from entering any County Facility. Service animals are not considered pets.

(b) Construction and Demolition Landfill.

- (1) This facility receives only such Solid Waste as is listed in S.C. Code Ann. Regs. 61-107.19 Appendix I "Acceptable Waste for Class Two Landfills." Acceptable wastes may be generated by construction, demolition, land-clearing, industrial, and/or manufacturing activities, and/or obtained from segregated Commercial Solid Waste. Any materials listed in Appendix I that have been contaminated by any hazardous constituent listed in the S.C. Hazardous Waste Management Regulations 61-79.261, or petroleum products, are prohibited from disposal at this facility.
- (2) Signs shall be posted at all entrance roads to the County landfills clearly specifying the days and hours of operation. Oconee County staff shall be at landfills during operating hours to supervise unloading operations.
- (3) All contaminated loads (meaning, loads mixed with any form of Solid Waste that is not listed as an "Acceptable Waste for Class Two Landfills," as defined above, will be turned away and directed to the Oconee County Transfer Station or elsewhere, as appropriate, where applicable fees will be charged.
- (4) All materials which shall require special handling, including but not limited to asbestos, may not be mixed with other waste and are subject to separate fees as set forth in the County's annual budget.
- (5) All vehicles must weigh in for processing of Solid Waste and fees. Any loads mixed with large amounts of recyclables such as brush, wood waste, concrete, asphalt, brick, block, scrap metal, and/or cardboard must be separated. These materials may be disposed of in the landfill if attached to other waste. If disposed of in the landfill, however, the load will incur double the approved tipping fee
- (6) Fees will be waived for any waste processed as a clean recyclable.

(c) Solid Waste Complex-Transfer Station.

- (1) This facility is a combination of structures, machinery, and devices where Solid Waste is taken from collection vehicles and placed in other transportation units, with or without reduction of volume, for movement to another Solid Waste management facility.
- (2) All vehicles must weigh in for processing of Solid Waste and fees. Fees will be waived for any waste processed as a clean recyclable.
- (3) This facility generally accepts the following types of Solid Waste: Bulky Solid Waste, Commercial Solid Waste, Industrial Solid Waste, and Residential Solid Waste. Notwithstanding the foregoing, the Director or his designee may refuse to accept certain generally acceptable Solid Waste if such Solid Waste cannot be properly processed through the Transfer Station. Mixed loads that can be properly processed through the Transfer Station will incur double the approved tipping fee due to either containing large amounts of recyclables that are not being recycled or containing construction and demolition debris that could otherwise be disposed of in the Construction and Demolition debris Class 2 landfill
- (4) The acceptance of Sludge will be evaluated on a case by case basis. Extremely wet Sludge will not be accepted.

(d) Mulching Yard.

- (1) This County Facility receives only such Solid Waste as is listed in the Appendix to S.C. Code Ann. Regs. 61-107.4 "Feedstock Category One." Acceptable materials include yard trimmings, leaves, grass clippings, woodchips and sawdust from untreated wood, agricultural crop field residuals, and similar materials deemed acceptable by the Department. All such acceptable materials must be separated from other waste prior to delivery to the Mulching Yard.
- (2) "Feedstock" means source separated, recovered organic material approved by the Department and/or listed in the Appendix to R.107.4 to be used in the production of mulch.
- (3) "Mulch" means the organic, non-composted product rendered by grinding Category One feedstocks.
- (4) Material must be free of bags, root balls, cross ties, dirt, rocks, pallets, and other construction debris. Bags brought to this facility containing vegetation and leaves shall be emptied and taken to an appropriate disposal facility.
- (5) All material appropriate for the Mulching Yard will be accepted at no charge.

(e) Recycling and Convenience Centers.

- (1) The primary purpose of the County's Recycling and Convenience Centers is for County residents to have a clean and safe environment to dispose of appropriate Residential Solid Waste and Recyclable Materials.

- (2) Only Residential Solid Waste generated within the County shall be disposed of at a Recycling and Convenience Center. Waste tires are not accepted at County Recycling and Convenience Centers but must be disposed of at the County Transfer Station.
 - (3) Recycling and Convenience Centers are not for use by any commercial enterprise or commercial activity.
 - (4) Collectors are prohibited from depositing their customers' Solid Waste at a Recycling and Convenience Center.
 - (5) The Department reserves the right to refuse entry to a vehicle that may cause a safety hazard to Recycling and Convenience Center patrons or employees due to its size or attached equipment.
 - (6) Disposal containers located at these facilities shall be used only for the disposal of Residential Solid Waste. Large loads of Residential Solid Waste (greater than five hundred (500) pounds must be taken directly to the County Transfer Station where applicable fees will be applied.
 - (7) All Residential Solid Waste and Recyclable Materials must be placed wholly inside the appropriate container or stationary compactor unless directed otherwise by a Department representative.
 - (8) Recyclable Materials must be clean (free of food, liquids, dirt, mud, etc.), separated by type, and placed in the appropriate (designated) receptacle.
 - (9) It is the responsibility of all Recycling and Convenience Center users to unload their vehicles and to properly dispose of their Residential Solid Waste and/or Recyclable Materials at the facility.
 - (10) All cardboard deposited at a Recycling and Convenience Center shall be recycled.
- (f) Disposal Site Fees.
- (1) Fee schedules for the disposal of Solid Waste at County Facilities will be established by the County's annual budget, published in the Department's Operational Manual, and posted at the respective facilities.
 - (2) All fee changes shall be implemented by August 1st after adoption of the County's annual budget. A minimum of thirty (30) days shall be given before implementing any fee schedule change if fees are changed at any other time during the County's fiscal year (July 1 to June 30).
 - (3) Nonprofit organizations may request a waiver of fees for construction and demolition debris by submitting a waiver request form to the Director. Waivers will be granted on a case-by-case basis in the best interest of the County. Any waiver denied by the Director may be submitted to the County Administrator for review.

Section 8. PRIVATELY OWNED SOLID WASTE PROCESSING AND RECYCLING FACILITIES

- (a) The following solid waste disposal activities have unique characteristics that require a thorough review prior to specific site approval, require careful ongoing oversight of the day-to-day operations, and have little to no state regulation or permitting:
- (1) The on-site processing of yard trash or construction, demolition, land-clearing debris, and/or other Solid Waste for reuse or recycling.
 - (2) Landfills intended to be used for yard trash or construction, demolition, land-clearing debris, and/or other Solid Waste.
 - (3) Any mining operations that include yard trash or construction, demolition, land-clearing debris, and/or other Solid Waste landfill as a part of their reclamation plan.
- (b) Each such or similar proposed activity must first be reviewed by the Department, and any other necessary County departments, as to its ability to meet the regulations contained in the Oconee County land use and zoning ordinances, this Oconee County Solid Waste Ordinance, and the Oconee County Solid Waste Management Plan. A report of that review must then be forwarded to the Oconee County Council in order for it to determine the suitability of the proposed activity and its location. As a part of its analysis of the proposed activity, County Council or its designee will establish application and review procedures that will contain but not be limited to the following:
- a. The application (on a form prescribed by the Department) for the activity, along with the Department's report on the application, will appear on County Council agendas at least three times. The first time will be for the purpose of an early notification to the public of the existence of the application and will include the time, date, and place of the public hearing. The second time will be for the purpose of holding a public hearing, and the third time will be for the purpose of County Council voting on the application.
 - b. At least fifteen (15) days prior to the public hearing, notice shall be given in a newspaper of general circulation in Oconee County.
 - c. At least fifteen (15) days prior to the public hearing, the adjacent property owners shall be notified of the proposed application and the time, date, and place of the public hearing.
 - d. The application will include a fee sufficient to cover the cost of the public hearing advertisement and the notification to all adjacent property owners.
 - e. If there are aspects of the activity and its proposed location that are of concern to the County Council, those concerns will be forwarded to the applicant. If the concerns are not addressed satisfactorily, the proposed activity will not be approved for that location.
- (c) Bonding of recycling/processing activities. The on-site processing of construction, demolition, land-clearing debris, and/or other Solid Waste for recycling has several unique characteristics. In preparation for processing, the materials are generally stored above-ground in large piles. If for any reason the recycling operation is abandoned, the unprocessed material must be transported to an approved landfill. Therefore, Oconee

County requires that a bond with surety and conditions satisfactory to it be filed and accepted by the Department prior to the permitting of such an operation. The nature of the surety and the bonding procedures shall be determined by the County Council or its designee to ensure that, in the event of a default by the applicant, sufficient funds will be available to dispose of the unprocessed solid waste material.

Section 9. USED AND WASTE TIRES

- (a) All Persons shall adhere to laws and regulations set forth by DHEC Regulation 61-107.3. Solid Waste Management: Waste Tires.**
- (b) It shall be unlawful for any Person to store, dump, discard, or abandon Waste Tires without either being registered with DHEC or meeting the exemptions set forth in the above mentioned DHEC regulations.**
- (c) All Waste Tires generated, transported to, or stored in the County must be delivered to a Waste Tire Collection Facility or the Oconee County Solid Waste Complex-Transfer Station.**
- (d) All illegal and unregistered Waste Tire dump sites are subject to the procedures and penalties of the Litter Control Ordinance of Oconee County, as well as all applicable local, state, and federal laws.**
- (e) Used Tire Dealer.**
 - (1) Any individual or commercial entity that sells, removes, replaces, and/or repairs used tires shall be required to:**
 - a. Register as a used tire dealer with the Department;**
 - b. Purchase a license annually;**
 - c. Record sales and retain disposal receipts of all tires processed; and**
 - d. Dispose of all Waste Tires at a Waste Tire Collection Facility or the Oconee County Solid Waste Complex-Transfer Station.**
 - (2) Used tire retailers must keep receipts and records of tires sold and disposed of in the County. These records must be kept for a minimum of three (3) years and made available upon request.**
 - (3) Used tires for resale must be stacked orderly either in rows or on racks for easy inspection and kept so the tires do not create a mosquito habitat or other environmental hazard.**
- (f) Waste Tire Fees.**
 - (1) Anyone disposing of Waste Tires at the Solid Waste Complex-Transfer Station shall be required to pay the appropriate fees set forth by the County's annual budget.**
 - (2) The Waste Tire fee shall apply to all Waste Tires, including heavy equipment tires and oversized tires that have a diameter greater than the largest tire with a U.S. Department of Transportation number. Fleets are required to provide documentation for proof-of-purchase on instate tires. The disposal fee applies to all tires for which no state tire disposal fee has been paid.**

- (3) Any dealer who brings Waste Tires to the Oconee County Solid Waste Complex – Transfer Station will be required to pay the appropriate fees, unless the adequate paperwork (SC DOR Solid Waste Excise Tax Return Form ST-390 including proof of payment) is provided.
- (4) County residents are exempt from Waste Tire fees for small tires from lawn and garden equipment and bicycles. Waste Tire fees will apply to any commercial entity that disposes of these same items.

Section 10. MISCELLANEOUS PROVISIONS

(a) Solid Waste Containers.

- (1) Solid Waste shall be stored in Solid Waste containers, which are watertight, vector-resistant, durable, easily cleanable, and designed for safe handling.
- (2) Except when the containers are set out for collection, the Solid Waste generator shall keep and maintain all Solid Waste containers within the side or rear yard of the premises where the Solid Waste is generated.
- (3) No Person shall place any Solid Waste container in any place or in any manner such that the container impedes normal vehicular traffic, public transportation, or pedestrian or wheelchair access to public rights-of-way.
- (4) The Solid Waste generator shall not cause or permit any Solid Waste container to be filled in any manner which causes Solid Waste to overflow from the container.

- (b) Out-of-County Waste: Solid Waste generated outside of the boundaries of the County must be designated as such and documented with the Department.

Section 11. PENALTIES AND FINES

A Person violating the provisions of this Chapter may be guilty of a misdemeanor and subject to a fine and/or imprisonment in an amount not to exceed the jurisdictional limits granted a magistrate in the County under South Carolina law. In addition, a magistrate court may award appropriate restitution.

ORDINANCE 2018-16

ATTACHMENT B

Section 1. PURPOSE

This Chapter authorizes and provides for solid waste management in Oconee County, South Carolina (“County”); establishing powers and duties in connection therewith; establishing standards and requirements for the handling of Solid Waste, as defined herein; providing for the enforcement of these requirements; and imposing penalties for failure to comply with these provisions.

This Chapter is drafted for the benefit of the citizens of the County, both present and future. The County recognizes that a clean, safe, and attractive environment is important to the health and welfare of all County inhabitants.

Section 2. AUTHORITY

- (a) This Chapter is authorized by the South Carolina Solid Waste Policy and Management Act of 1991, S.C. Code § 44-96-10 et seq., as well as S.C. Code § 4-9-25, S.C. Code § 4-9-30, S.C. Code § 16-11-700, S.C. Code § 44-55-1010, et seq., and other applicable state and federal statutory, decisional, and regulatory law.
- (b) The Director of the Oconee County Solid Waste Department may publish rules and regulations that are in addition, but not contrary, to the provisions of this Chapter. All such rules and regulations must be approved by the County Administrator and shall be maintained in the “Oconee County Solid Waste Operational Manual” or “Operational Manual” which shall be made available to the public at the Oconee County Solid Waste Complex, 15028 Wells Hwy, Seneca, SC 29678, and which may also be found at <http://www.oconeesc.com/departments/kz/solidwaste.aspx>. The rules and regulations contained in the Operational Manual shall only address administrative matters and not assume any legislative powers, which are expressly reserved to the Oconee County Council. *O.C. Code § 28-73*.

Section 3. JURISDICTION

This Chapter applies to all unincorporated areas of the Oconee County, and to any other areas under its jurisdiction by intergovernmental agreement, operation of law, or otherwise. *O.C. Code § 28-73(a)(1)*.

Section 4. DEFINITIONS

- (a) Any term not specifically defined in this section shall be construed pursuant to its plain and ordinary meaning. The word "shall" is always mandatory and not merely discretionary.
- (b) "Bulky Solid Waste" means large items of solid waste such as furniture, large auto parts, and other oversized items whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.
- (c) "Collector" means any Person or entity engaged in the business of collecting, transporting, and/or disposing of Solid Waste within the County and which is licensed, or required to be licensed, by the Oconee County Solid Waste Department for such activities.
- (d) "Commercial Solid Waste" means Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing entities or activities, excluding Residential and Industrial Solid Waste.
- (e) "County Council" means the Oconee County Council.
- (f) "County" means Oconee County, South Carolina.
- (g) "DHEC" means the South Carolina Department of Health and Environmental Control, a governmental agency responsible for public health and the environment in the State of South Carolina.
- (h) "Department" means the Oconee County Solid Waste Department.
- (i) "Director" means the Director of the Oconee County Solid Waste Department.
- (j) "Garbage" means all putrescible waste, including animal offal and carcasses, and recognizable industrial by-products, but excluding sewage and human waste.
- (k) "Hazardous Waste" means any waste, or combination of wastes, of a solid, liquid, contained gaseous, or semisolid form which because of its quantity, concentration, or physical, chemical, or infectious characteristics may in the judgment of the Department:
 - (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or
 - (2) contain (i) any "hazardous substance" as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) polychlorinated biphenyls; or (vi) radon gas.
- (l) "Industrial Waste" means Solid Waste that results from industrial / manufacturing processes including, but not limited to, those of factories and treatment plants.

- (m) **“Litter”** means all Solid Waste which is not stored in secure Solid Waste receptacles, meeting standards established herein and by the County Litter Control Ordinance, or which is otherwise not disposed of in a manner provided by law.
- (n) **“Person”** means an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.
- (o) **“Putrescible Waste”** means Solid Waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to be capable of creating foul smelling odors and attracting or providing food for animals.
- (p) **“Recyclable Materials”** means those materials which are capable of being recycled which would otherwise be processed or disposed of as Solid Waste.
- (q) **“Recycling”** means any process by which Recyclable Materials are collected, separated, processed, and reused or returned to use in the form of raw materials or products.
- (r) **“Refuse”** means all non-putrescible waste.
- (s) **“Residential Waste”** means Solid Waste generated by a single family residence, excluding Commercial and Industrial Solid Waste.
- (t) **“Single Family Residence”** means premises used for or designated as a single-family residential dwelling, including each dwelling unit contained within a (a) condominium structure; (b) duplex, triplex, etc.; (c) townhouse structure; or (d) mobile home park.
- (u) **“Sludge”** means any solid, semisolid, or liquid waste generated from a municipal, commercial, institutional, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility, or any other waste having similar characteristics and effects.
- (v) **“Solid Waste”** means any Garbage, Refuse, Sludge, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, residential, mining, and agricultural operations and from community activities. This term does not include solid or dissolved material in domestic sewage, recovered materials, or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to NPDES permits under the Federal Water Pollution Control Act, as amended, or the Pollution Control Act of South Carolina, as amended, or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended. Also excluded from this definition are the application of fertilizer and animal manure during normal agricultural operations and Refuse as defined and regulated pursuant to the South Carolina Mining Act, including processed mineral waste, which will not have a significant adverse impact on the environment.
- (w) **“Solid Waste Management System”** means all facilities, activities, and actions, including monitoring and regulating, deemed necessary by County Council and executed primarily by the Department to manage Solid Waste, including collection, transportation, treatment, and disposal.
- (x) **“Used Tire Dealer”** means any commercial entity that sells used tires.
- (y) **“Waste Tire”** means a tire that is no longer suitable for its original intended purpose.

- (z) "Waste Tire Collection Facility" means a permitted facility or a facility exempted from permit requirement, used for the temporary storage of waste tires.
- (aa) "Yard Waste" means Solid Waste consisting solely of vegetative matter resulting from landscaping maintenance.

Section 5. THE OCONEE COUNTY SOLID WASTE DEPARTMENT

- (a) The Oconee County Solid Waste Department shall operate the County's Solid Waste Management System, and shall include the employees of the County who manage the disposal, recycling, transfer, transportation, and other operations involved in the management of Solid Waste.
- (b) The Department shall operate under the direction of the Solid Waste Director, who shall report to the County Administrator. *O.C. Code § 28-73.*

Section 6. COLLECTORS

- (a) Licensing and Fees.
 - (1) All Collectors must obtain and maintain a County license for operation, along with any other required local, state, and federal licenses and decals before collection and disposal of any Solid Waste at an approved County Facility. *O.C. Code §§ 28-71 and 28-73(a)(3).*
 - (2) County license fees for Collectors of the various categories of Solid Waste shall be established by County Council and posted at the Oconee County Solid Waste Complex, 15028 Wells Hwy, Seneca, SC 29678, and may also be found at www.oconeesc.com/departments/kz/solidwaste.aspx. *O.C. Code §§ 28-71 and 28-73(b)(2).*
 - (3) Any Collector of Solid Waste shall dispose of such Solid Waste only at the designated and appropriate County Facility, or at such other site as approved by DHEC. *O.C. Code § 28-73(b)(3).*
 - (4) Each Collector shall furnish to the Department maps of proposed and/or established routes for which licensure or re-licensure is requested. Such maps shall include the proposed number of residential customers and such other information as deemed necessary by the Department. *O.C. Code § 28-73(b)(4).*
 - (5) Each licensed Collector shall be required to attest in writing that it has read this Chapter and all rules and regulations promulgated by the Department and agrees to abide by them. Failure to abide by this Chapter and/or the rules and regulations shall be cause for revocation of a Collector's license. Any licensed Collector who shall discontinue an approved route shall notify the Director of the intention to discontinue such route at least sixty (60) days prior to the date set for discontinuance, except in the event of death, providential disaster, or exception granted by the County Council. *O.C. Code § 28-73(b)(7).*

(b) Collector's Vehicles.

- (1) All vehicles used to collect, transport, and dispose of Solid Waste in the County must prominently display a decal, which shall be purchased from the Department, indicating the vehicle is licensed to collect waste within the County. *O.C. Code § 28-75(a)(1)*.
- (2) Every vehicle used for transportation of Solid Waste shall be equipped with a hauling body which shall be reasonably watertight. The vehicle must also be equipped with a tarp, canvas, or other Department-approved device capable of ensuring no loss of any collected waste. Failure to comply with either of these requirements constitutes a per se violation of this Chapter. *O.C. Code § 28-75(b)(2)*.
- (3) Every vehicle used for the collection of Solid Waste shall at all times be kept properly maintained. Every vehicle shall carry a legend on the side wall of the hauling body with a minimum of two-inch lettering, which shall include:
 - a. The name of the Collector;
 - b. The address of the Collector; and,
 - c. The Collector's telephone number. *O.C. Code § 28-75(b)(3)*.

(c) Collection.

- (1) The Collector shall not dent, bend, punch holes in or otherwise damage the container provided by the individual Solid Waste generator and shall empty, recover, and return the container to the designated collection place. *O.C. Code § 28-75(a)(3)*.
- (2) Collectors shall be subject to a penalty for depositing mixed Residential and Commercial and/or Industrial Solid Waste at any facility. *O.C. Code § 28-75(a)(7)*.

Section 7. OCONEE COUNTY DISPOSAL FACILITIES

(a) General Provisions.

- (1) The County-owned facilities ("County Facilities") described in this Section may be used for the disposal of Solid Waste by any Person who is an inhabitant of the County. Solid Waste shall be disposed of at the appropriate County Facility, as outlined below, and in a manner consistent with all procedures published by the Department. The Director or his designee shall have the authority to require proof of proper Solid Waste disposal methods from businesses and commercial establishments. *O.C. Code § 28-73*.
- (2) All County Facilities shall be under the supervision of the Director, in accordance with the rules and regulations published by the Department and DHEC, along with the ordinances of the County Council. *O.C. Code § 28-73*.
- (3) It shall be unlawful for any Person to loiter or trespass at any County Facility, or to come thereon except for the transaction of business during normal operating hours. No Person shall scatter, probe through, scavenge, interfere with, or disturb Solid Waste or any other item located at any County Facility. *O.C. Code § 28-77(d) and (e)*.

- (4) Depositing Solid Waste in undesignated or inappropriate areas at, or around, any County Facility is strictly prohibited. *O.C. Code § 28-77 (a) – (c)*.
 - (5) The use of County-owned equipment, in any manner, to remove or otherwise handle Solid Waste from a vehicle that is not County-owned or by a Person that is not an employee of the County, is strictly prohibited.
 - (6) No burning item, flammable solution, explosive, hot ash, or similar item shall be placed in, around, or near any of the equipment provided for Solid Waste collection and/or storage. *O.C. Code §§ 28-76(d) and 28-77(e)*.
 - (7) Sewage solids or liquids, septic tank waste; unstable, flammable, or inflammatory substances; animals or carcasses; hazardous or potentially hazardous substances; or any solid deemed inappropriate by the Director or designee may not be disposed at any County Facility. *O.C. Code § 28-76(e)*.
 - (8) Materials that are suitable for mulching shall only be disposed of at the County Mulching Yard. All customers will be charged the current landfill tipping fee for mixed loads. *O.C. Code § 28-77 (a) – (c) and O.C. Code § 28-72 (as to fees)*.
 - (9) All loads are subject to inspection by the Department. No unacceptable Solid Waste shall be unloaded at a County Facility. Any unacceptable Solid Waste unloaded at a County Facility shall be considered litter and shall be removed at the owner's expense. Such owner may be subject to other fees and penalties set forth in this Chapter and/or the County's Litter Control Ordinance. *O.C. Code § 28-73*.
 - (10) All patrons of County Facilities must exit the facilities prior to the posted closing times.
 - (11) Pets, of any nature, are prohibited from entering any County Facility. Service animals are not considered pets.
- (b) Construction and Demolition Landfill. *O.C. Code § 28-77(c)*.
- (1) This facility receives only such Solid Waste as is listed in S.C. Code Ann. Regs. 61-107.19 Appendix I "Acceptable Waste for Class Two Landfills." Acceptable wastes may be generated by construction, demolition, land-clearing, industrial, and/or manufacturing activities, and/or obtained from segregated Commercial Solid Waste. Any materials listed in Appendix I that have been contaminated by any hazardous constituent listed in the S.C. Hazardous Waste Management Regulations 61-79.261, or petroleum products, are prohibited from disposal at this facility.
 - (2) Signs shall be posted at all entrance roads to the County landfills clearly specifying the days and hours of operation. Oconee County staff shall be at landfills during operating hours to supervise unloading operations. *O.C. Code § 28-76(b)*.
 - (3) All contaminated loads (meaning, loads mixed with any form of Solid Waste that is not listed as an "Acceptable Waste for Class Two Landfills," as defined above, will be turned away and directed to the Oconee County Transfer Station or elsewhere, as

appropriate, where applicable fees will be charged. *O.C. Code § 28-73 and O.C. Code § 28-77 (a) – (c).*

- (4) All materials which shall require special handling, including but not limited to asbestos, may not be mixed with other waste and are subject to separate fees as set forth in the County's annual budget. *O.C. Code § 28-76(d).*
- (5) All vehicles must weigh in for processing of Solid Waste and fees. *O.C. Code § 28-72 and 73.* Fees will be waived for any waste processed as a clean recyclable.

(c) Solid Waste Complex-Transfer Station. *O.C. Code § 28-77(c).*

- (1) This facility is a combination of structures, machinery, and devices where Solid Waste is taken from collection vehicles and placed in other transportation units, with or without reduction of volume, for movement to another Solid Waste management facility.
- (2) All vehicles must weigh in for processing of Solid Waste and fees. Fees will be waived for any waste processed as a clean recyclable.
- (3) This facility generally accepts the following types of Solid Waste: Bulky Solid Waste, Commercial Solid Waste, Industrial Solid Waste, and Residential Solid Waste. Notwithstanding the foregoing, the Director or his designee may refuse to accept certain generally acceptable Solid Waste if such Solid Waste cannot be properly processed through the Transfer Station. Mixed loads may be accepted with the approval of the Director or his designee.
- (4) The acceptance of Sludge will be evaluated on a case by case basis. Extremely wet Sludge will not be accepted.

(d) Mulching Yard. *O.C. Code § 28-77(c).*

- (1) This County Facility receives only such Solid Waste as is listed in the Appendix to S.C. Code Ann. Regs. 61-107.4 "Feedstock Category One." Acceptable materials include yard trimmings, leaves, grass clippings, woodchips and sawdust from untreated wood, agricultural crop field residuals, and similar materials deemed acceptable by the Department. All such acceptable materials must be separated from other waste prior to delivery to the Mulching Yard.
- (2) "Feedstock" means source separated, recovered organic material approved by the Department and/or listed in the Appendix to R.107.4 to be used in the production of mulch.
- (3) "Mulch" means the organic, non-composted product rendered by grinding Category One feedstocks.
- (4) Material must be free of bags, root balls, cross ties, dirt, rocks, pallets, and other construction debris. Bags brought to this facility containing vegetation and leaves shall be emptied and taken to an appropriate disposal facility.
- (5) All material appropriate for the Mulching Yard will be accepted at no charge.

(e) Recycling and Convenience Centers.

- (1) The primary purpose of the County's Recycling and Convenience Centers is for County residents to have a clean and safe environment to dispose of appropriate Residential Solid Waste and Recyclable Materials. *O.C. Code § 28-77(a) - (c).*
- (2) Only Residential Solid Waste generated within the County shall be disposed of at a Recycling and Convenience Center. *O.C. Code § 28-77(a) - (c).* Waste tires are not accepted at County Recycling and Convenience Centers but must be disposed of at the County Transfer Station.
- (3) Recycling and Convenience Centers are not for use by any commercial enterprise or commercial activity.
- (4) Collectors are prohibited from depositing their customers' Solid Waste at a Recycling and Convenience Center.
- (5) The Department reserves the right to refuse entry to a vehicle that may cause a safety hazard to Recycling and Convenience Center patrons or employees due to its size or attached equipment.
- (6) Disposal containers located at these facilities shall be used only for the disposal of Residential Solid Waste. Large loads of Residential Solid Waste (greater than five hundred (500) pounds must be taken directly to the County Transfer Station where applicable fees will be applied. *O.C. Code § 28-77(e).*
- (7) All Residential Solid Waste and Recyclable Materials must be placed wholly inside the appropriate container or stationary compactor unless directed otherwise by a Department representative. *O.C. Code § 28-77(b).*
- (8) Recyclable Materials must be clean (free of food, liquids, dirt, mud, etc.), separated by type, and placed in the appropriate (designated) receptacle.
- (9) It is the responsibility of all Recycling and Convenience Center users to unload their vehicles and to properly dispose of their Residential Solid Waste and/or Recyclable Materials at the facility.
- (10) All cardboard deposited at a Recycling and Convenience Center shall be recycled. [*Or, "All items capable of being recycled, as designated by the Department, shall be deposited in the appropriate (designated) recycling receptacle, as opposed to being discarded as Residential Solid Waste."*]

(f) Disposal Site Fees.

- (1) Fee schedules for the disposal of Solid Waste at County Facilities will be established by the County's annual budget, published in the Department's Operational Manual, and posted at the respective facilities. *O.C. Code § 28-72.*
- (2) All fee changes shall be implemented by August 1st after adoption of the County's annual budget. A minimum of thirty (30) days shall be given before implementing any fee schedule change if fees are changed at any other time during the County's fiscal year (July 1 to June 30).

- (3) Nonprofit organizations may request a waiver of fees for construction and demolition debris by submitting a waiver request form to the Director. Waivers will be granted on a case-by-case basis in the best interest of the County. Any waiver denied by the Director may be submitted to the County Administrator for review.

Section 8. PRIVATELY OWNED SOLID WASTE PROCESSING AND RECYCLING FACILITIES

- (a) The following solid waste disposal activities have unique characteristics that require a thorough review prior to specific site approval, require careful ongoing oversight of the day-to-day operations, and have little to no state regulation or permitting:
 - (1) The on-site processing of yard trash or construction, demolition, land-clearing debris, and/or other Solid Waste for reuse or recycling.
 - (2) Landfills intended to be used for yard trash or construction, demolition, land-clearing debris, and/or other Solid Waste.
 - (3) Any mining operations that include yard trash or construction, demolition, land-clearing debris, and/or other Solid Waste landfill as a part of their reclamation plan.
- (b) Each such or similar proposed activity must first be reviewed by the Department, and any other necessary County departments, as to its ability to meet the regulations contained in the Oconee County land use and zoning ordinances, this Oconee County Solid Waste Ordinance, and the Oconee County Solid Waste Management Plan. A report of that review must then be forwarded to the Oconee County Council in order for it to determine the suitability of the proposed activity and its location. As a part of its analysis of the proposed activity, County Council or its designee will establish application and review procedures that will contain but not be limited to the following:
 - a. The application (on a form prescribed by the Department) for the activity, along with the Department's report on the application, will appear on County Council agendas at least three times. The first time will be for the purpose of an early notification to the public of the existence of the application and will include the time, date, and place of the public hearing. The second time will be for the purpose of holding a public hearing, and the third time will be for the purpose of County Council voting on the application.
 - b. At least fifteen (15) days prior to the public hearing, notice shall be given in a newspaper of general circulation in Oconee County.
 - c. At least fifteen (15) days prior to the public hearing, the adjacent property owners shall be notified of the proposed application and the time, date, and place of the public hearing.
 - d. The application will include a fee sufficient to cover the cost of the public hearing advertisement and the notification to all adjacent property owners.

- e. If there are aspects of the activity and its proposed location that are of concern to the County Council, those concerns will be forwarded to the applicant. If the concerns are not addressed satisfactorily, the proposed activity will not be approved for that location.
- (c) Bonding of recycling/processing activities. The on-site processing of construction, demolition, land-clearing debris, and/or other Solid Waste for recycling has several unique characteristics. In preparation for processing, the materials are generally stored above-ground in large piles. If for any reason the recycling operation is abandoned, the unprocessed material must be transported to an approved landfill. Therefore, Oconee County requires that a bond with surety and conditions satisfactory to it be filed and accepted by the Department prior to the permitting of such an operation. The nature of the surety and the bonding procedures shall be determined by the County Council or its designee to ensure that, in the event of a default by the applicant, sufficient funds will be available to dispose of the unprocessed solid waste material.

Section 9. USED AND WASTE TIRES

- (a) All Persons shall adhere to laws and regulations set forth by DHEC Regulation 61-107.3. Solid Waste Management: Waste Tires.
- (b) It shall be unlawful for any Person to store, dump, discard, or abandon Waste Tires without either being registered with DHEC or meeting the exemptions set forth in the above mentioned DHEC regulations.
- (c) All Waste Tires generated, transported to, or stored in the County must be delivered to a Waste Tire Collection Facility or the Oconee County Solid Waste Complex-Transfer Station.
- (d) All illegal and unregistered Waste Tire dump sites are subject to the procedures and penalties of the Litter Control Ordinance of Oconee County, as well as all applicable local, state, and federal laws.
- (e) Used Tire Dealer.
 - (1) Any individual or commercial entity that sells, removes, replaces, and/or repairs used tires shall be required to:
 - a. Register as a used tire dealer with the Department;
 - b. Purchase a license annually;
 - c. Record sales and retain disposal receipts of all tires processed; and
 - d. Dispose of all Waste Tires at a Waste Tire Collection Facility or the Oconee County Solid Waste Complex-Transfer Station.
 - (2) Used tire retailers must keep receipts and records of tires sold and disposed of in the County. These records must be kept for a minimum of three (3) years and made available upon request.
 - (3) Used tires for resale must be stacked orderly either in rows or on racks for easy inspection and kept so the tires do not create a mosquito habitat or other environmental hazard.
- (f) Waste Tire Fees.

- (1) Anyone disposing of Waste Tires at the Solid Waste Complex-Transfer Station shall be required to pay the appropriate fees set forth by the County's annual budget.
- (2) The Waste Tire fee shall apply to all Waste Tires, including heavy equipment tires and oversized tires that have a diameter greater than the largest tire with a U.S. Department of Transportation number. Fleets are required to provide documentation for proof-of-purchase on instate tires. The disposal fee applies to all tires for which no state tire disposal fee has been paid.
- (3) Any dealer who brings Waste Tires to the Oconee County Solid Waste Complex – Transfer Station will be required to pay the appropriate fees, unless the adequate paperwork (SC DOR Solid Waste Excise Tax Return Form ST-390 including proof of payment) is provided.
- (4) County residents are exempt from Waste Tire fees for small tires from lawn and garden equipment and bicycles. Waste Tire fees will apply to any commercial entity that disposes of these same items.

Section 10. MISCELLANEOUS PROVISIONS

(a) Solid Waste Containers.

- (1) Solid Waste shall be stored in Solid Waste containers, which are watertight, vector-resistant, durable, easily cleanable, and designed for safe handling. *O.C. Code § 28-74(b)*.
 - (2) Except when the containers are set out for collection, the Solid Waste generator shall keep and maintain all Solid Waste containers within the side or rear yard of the premises where the Solid Waste is generated.
 - (3) No Person shall place any Solid Waste container in any place or in any manner such that the container impedes normal vehicular traffic, public transportation, or pedestrian or wheelchair access to public rights-of-way.
 - (4) The Solid Waste generator shall not cause or permit any Solid Waste container to be filled in any manner which causes Solid Waste to overflow from the container. *O.C. Code § 28-74(b)*.
- (b) Out-of-County Waste: Solid Waste generated outside of the boundaries of the County must be designated as such and documented with the Department.

Section 11. PENALTIES AND FINES

A Person violating the provisions of this Chapter may be guilty of a misdemeanor and subject to a fine and/or imprisonment in an amount not to exceed the jurisdictional limits granted a magistrate in the County under South Carolina law. In addition, a magistrate court may award appropriate restitution. *O.C. Code § 28-77(g)*.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-17**

AN ORDINANCE REWRITING, REVISING, AND AMENDING
ARTICLE IV OF CHAPTER 12 OF THE OCONEE COUNTY
CODE OF ORDINANCES, REGARDING LITTER CONTROL;
AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to rewrite, revise, and amend Article IV of Chapter 12 of the Code of Ordinances by establishing a new “Litter Control Ordinance of Oconee County, South Carolina”; and,

WHEREAS, this Ordinance is intended to be the new Litter Control Ordinance of Oconee County, South Carolina, repealing all ordinances, orders, resolutions, and actions of County Council inconsistent herewith and/or which were previously codified in Article IV of Chapter 12 of the Code of Ordinances, including specifically Ordinance 2006-10 and affirming and preserving all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article IV of Chapter 12 of the Code of Ordinances is hereby rewritten, revised, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Article IV of Chapter 12 showing the provisions of the former Article IV of Chapter 12 that have been carried over to this new ordinance, in one form or another; it is for illustrative purposes only, and shall not be codified.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. All other terms, provisions, and parts of the Code of Ordinances, not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 5, 2018
Second Reading: June 19, 2018
Third Reading: July 17, 2018
Public Hearing: July 17, 2018

ATTACHMENT A

LITTER CONTROL

Section 1. NAME

This Article shall be known as the “Litter Control Ordinance of Oconee County, South Carolina.”

Section 2. PURPOSE

It is the purpose of this Article to establish standards for the control of Litter in the unincorporated areas of Oconee County (“County”), to establish penalties as are necessary to discourage violations of these standards, and to provide for the recovery of costs incurred by the County in enforcing the provisions contained herein.

Section 3. AUTHORITY

This Article is adopted pursuant to the provisions of S.C. Code §§ 4-9-25 and 4-9-30 and as authorized by any other applicable local, state, and federal law.

Section 4. DEFINITIONS

For purposes of this Article the following definitions apply:

“Enforcement Officer” means a duly authorized law enforcement officer of Oconee County, including but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff’s Department and designated code enforcement officers employed by the County.

“Litter” means all Solid Waste, including cigarettes and cigarette filters, which is not stored in secure Solid Waste Receptacles or which is otherwise not held or disposed of in a manner consistent with local, state, or federal law.

“Littering” means the act of dumping, throwing, dropping, depositing, discarding, placing, or in any way disposing of Litter upon public or private property within the jurisdictional boundaries of Oconee County. Littering includes the act of “open dumping” which is defined as the disposal of Solid Waste at an unpermitted site and/or which creates an environmental hazard, is susceptible to open burning, vectors, scavengers, or which otherwise creates a hazardous condition.

“Person” means an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

“Recyclable Materials” means those materials which are capable of being recycled, which would otherwise be processed or disposed of as Solid Waste.

“Recycling” means any process by which Recyclable Materials are collected, separated, processed, and reused or returned to use in the form of raw materials or products.

“Solid Waste” means any garbage, refuse, sludge, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material, resulting from industrial, commercial, residential, mining, and agricultural operations and from community activities.

“Solid Waste Receptacle” means all containers, boxes, barrels, and other devices that allow for the sanitary, safe, secure, and orderly temporary storage of Solid Waste.

“State” means the State of South Carolina.

SECTION 5. APPLICATION – PROHIBITION OF LITTER

- 1) Littering, as defined in this Article, is strictly prohibited within the geographic boundaries of the County.
- 2) The provisions and prohibitions of this Article apply to depositing Solid Waste or Recyclable Materials at or around any County Solid Waste facility (“Facility”) in an area not specified for the deposited materials, including but not limited to, leaving materials outside the fence of a Facility, tossing materials over the fence of a Facility, dumping materials not suitable for mulch at the County Mulching Yard, or dumping materials suitable for the Mulching Yard at another Facility.
- 3) The provisions and prohibitions of this Article apply to a tenant leaving or depositing Solid Waste, Recyclable Materials, or other property on or at the property of the respective landlord/property owner upon such tenant being evicted or upon the end of the lease term. This includes materials left in or about rented storage facilities at the conclusion of the rental term.
- 4) The provisions of this Article do not apply to the dumping on private property with the owner’s permission of sand, dirt, broken bricks, concrete blocks or broken concrete, pavement, or other suitable materials which do not create a nuisance or health hazard, provided such dumping is otherwise consistent with local, state, and federal laws, and further provided that such materials are not mixed with any other type of material. Open dumping is, however, prohibited.
- 5) The responsibility for the removal of Litter from a property shall be upon the person responsible for Littering the property. If, however, the person responsible for Littering the property is unknown or there is no conviction of a person for the violation in question, then the owner of the property shall be responsible for removing the Litter.
- 6) In the event Litter is moved by wind or other force of nature from one property onto another property, the owner of the property of origin shall be held responsible for clean-up and removal.
- 7) If any Litter can be identified as having last belonged to, or been in the possession of, any person prior to its being disposed of as prohibited herein, such identification shall be prima facie evidence that such person Littered in violation of this Article.
- 8) Whenever Litter is thrown, placed, deposited, dropped, dumped, or cast from any motor vehicle, boat, or other conveyance, the operator of the conveyance shall be presumed to have violated this Article.

- 9) Persons placing Solid Waste in Solid Waste Receptacles shall do so in such manner as to prevent it from being carried or deposited by the elements or by animals upon any public or private property. Solid Waste Receptacles shall not be placed or positioned in a manner which may constitute a public nuisance or obstruction.
- 10) No person shall drive or move any vehicle, including a trailer, within the County that has been loaded with Solid Waste unless such Solid Waste is covered or otherwise securely loaded in such a manner as to prevent Littering, including leakage or spillage.
- 11) Property owners determined by the magistrate's court, or court of competent jurisdiction, to be liable for removal of Litter may request the court's referral to the County Litter Mitigation Committee for financial assistance from the County "Litter Mitigation Fund," created in Section 7 of this Article.

SECTION 6. LITTER MITIGATION FUND – Reserved.

SECTION 7. ENFORCEMENT, PENALTIES, AND FINES

1) ENFORCEMENT.

- a) Enforcement of the provisions of this Article shall be carried out by duly authorized code enforcement or law enforcement officers, including but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Office and designated code enforcement officers employed by the County. These Enforcement Officers shall be authorized, consistent with their respective statutory powers, to:
 - i) Cause the inspection of any public or private property within the unincorporated limits of the County whenever it shall be necessary to enforce the provisions of this Article.
 - ii) Issue a uniform summons to any person violating the provisions of this Article in their presence.
 - iii) Serve written notice on the owner of a property containing Litter, requiring abatement or removal of the Litter within fifteen (15) calendar days.
- b) Any property owner refusing or neglecting to abate or remove Litter from property within fifteen (15) calendar days of receiving a written notice from an Enforcement Officer shall be served with a uniform summons and shall be subject to prosecution in accordance with Section 7.2, below. In addition, the Enforcement Officer may cause the removal or abatement of such Litter, with all expenses, including administrative expenses, incurred in abating or removing such Litter recoverable from the owner of the property from which the Litter is removed or abated, or from any person causing or maintaining the same, in the manner as debts or like amounts are now recoverable by law.

2) PENALTIES AND FINES.

Any person violating the provisions of this Article shall be guilty of a misdemeanor and upon conviction shall be fined not less than One Hundred and 00/100 (\$100.00) Dollars nor more than Five Hundred and 00/100 (\$500.00) for each offense plus court costs (or thirty (30) days in jail, or both). As punishment, the court may also direct Litter remediation or gathering labor as appropriate under the supervision of the court. In addition, the court may order any person violating the provisions of this Article to pay restitution to the County or to the victims for the costs of removing or abating such Litter. One Hundred

(100%) percent of the fines collected by the County pursuant to this Article shall be remitted to the Oconee County Sheriff's Office to help defray the cost of enforcing this Article. The magistrate's court shall have jurisdiction to enforce this Article.

ATTACHMENT B

LITTER CONTROL

Section 1. NAME

This Article shall be known as the "Litter Control Ordinance of Oconee County, South Carolina." *O.C. Code § 12-172.*

Section 2. PURPOSE

It is the purpose of this Article to establish standards for the control of Litter in the unincorporated areas of Oconee County ("County"), to establish penalties as are necessary to discourage violations of these standards, and to provide for the recovery of costs incurred by the County in enforcing the provisions contained herein. *O.C. Code § 12-173*

Section 3. AUTHORITY

This Article is adopted pursuant to the provisions of S.C. Code §§ 4-9-25 and 4-9-30 and as authorized by any other applicable local, state, and federal law. *O.C. Code § 12-174.*

Section 4. DEFINITIONS

For purposes of this Article the following definitions apply:

"Enforcement Officer" means a duly authorized law enforcement officer of Oconee County, including but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Department and designated code enforcement officers employed by the County. *O.C. Code § 12-175.*

"Litter" means all Solid Waste, including cigarettes and cigarette filters, which is not stored in secure Solid Waste Receptacles or which is otherwise not held or disposed of in a manner consistent with local, state, or federal law. *O.C. Code § 12-175.*

"Littering" means the act of dumping, throwing, dropping, depositing, discarding, placing, or in any way disposing of Litter upon public or private property within the jurisdictional boundaries of Oconee County. Littering includes the act of "open dumping" which is defined as the disposal of Solid Waste at an unpermitted site and/or which creates an environmental hazard, is susceptible to open burning, vectors, scavengers, or which otherwise creates a hazardous condition. *O.C. Code § 12-175.*

"Person" means an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity. *O.C. Code § 12-175.*

"Recyclable Materials" means those materials which are capable of being recycled, which would otherwise be processed or disposed of as Solid Waste.

“Recycling” means any process by which Recyclable Materials are collected, separated, processed, and reused or returned to use in the form of raw materials or products.

“Solid Waste” means any garbage, refuse, sludge, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material, resulting from industrial, commercial, residential, mining, and agricultural operations and from community activities.

“Solid Waste Receptacle” means all containers, boxes, barrels, and other devices that allow for the sanitary, safe, secure, and orderly temporary storage of Solid Waste.

“State” means the State of South Carolina.

SECTION 5. APPLICATION – PROHIBITION OF LITTER

- 1) Littering, as defined in this Article, is strictly prohibited within the geographic boundaries of the County. *O.C. Code § 12-176(a)*.
- 2) The provisions and prohibitions of this Article apply to depositing Solid Waste or Recyclable Materials at or around any County Solid Waste facility (“Facility”) in an area not specified for the deposited materials, including but not limited to, leaving materials outside the fence of a Facility, tossing materials over the fence of a Facility, dumping materials not suitable for mulch at the County Mulching Yard, or dumping materials suitable for the Mulching Yard at another Facility. *O.C. Code § 12-176(a)*
- 3) The provisions and prohibitions of this Article apply to a tenant leaving or depositing Solid Waste, Recyclable Materials, or other property on or at the property of the respective landlord/property owner upon such tenant being evicted or upon the end of the lease term. This includes materials left in or about rented storage facilities at the conclusion of the rental term.
- 4) The provisions of this Article do not apply to the dumping on private property with the owner’s permission of sand, dirt, broken bricks, concrete blocks or broken concrete, pavement, or other suitable materials which do not create a nuisance or health hazard, provided such dumping is otherwise consistent with local, state, and federal laws, and further provided that such materials are not mixed with any other type of material. Open dumping is, however, prohibited. *O.C. Code § 12-175*.
- 5) The responsibility for the removal of Litter from a property shall be upon the person responsible for Littering the property. If, however, the person responsible for Littering the property is unknown or there is no conviction of a person for the violation in question, then the owner of the property shall be responsible for removing the Litter. *O.C. Code § 12-176(b)(1) and (2)*.
- 6) In the event Litter is moved by wind or other force of nature from one property onto another property, the owner of the property of origin shall be held responsible for clean-up and removal. *O.C. Code § 12-176(b)(3)*.
- 7) If any Litter can be identified as having last belonged to, or been in the possession of, any person prior to its being disposed of as prohibited herein, such identification shall be prima facie evidence that such person Littered in violation of this Article.
- 8) Whenever Litter is thrown, placed, deposited, dropped, dumped, or cast from any motor vehicle, boat, or other conveyance, the operator of the conveyance shall be presumed to have violated this Article. *O.C. Code § 12-176(d)*.

- 9) Persons placing Solid Waste in Solid Waste Receptacles shall do so in such manner as to prevent it from being carried or deposited by the elements or by animals upon any public or private property. Solid Waste Receptacles shall not be placed or positioned in a manner which may constitute a public nuisance or obstruction. *O.C. Code § 12-175.*
- 10) No person shall drive or move any vehicle, including a trailer, within the County that has been loaded with Solid Waste unless such Solid Waste is covered or otherwise securely loaded in such a manner as to prevent Littering, including leakage or spillage. *O.C. Code § 12-176(c).*
- 11) Property owners determined by the magistrate's court, or court of competent jurisdiction, to be liable for removal of Litter may request the court's referral to the County Litter Mitigation Committee for financial assistance from the County "Litter Mitigation Fund," created in Section 7 of this Article. *O.C. Code § 12-176(b)(4).*

SECTION 6. LITTER MITIGATION FUND – Reserved.

SECTION 7. ENFORCEMENT, PENALTIES, AND FINES

1) ENFORCEMENT.

- a) Enforcement of the provisions of this Article shall be carried out by duly authorized code enforcement or law enforcement officers, including but not limited to, all law enforcement officers and deputies employed by the Oconee County Sheriff's Office and designated code enforcement officers employed by the County. These Enforcement Officers shall be authorized, consistent with their respective statutory powers, to:
 - i) Cause the inspection of any public or private property within the unincorporated limits of the County whenever it shall be necessary to enforce the provisions of this Article.
 - ii) Issue a uniform summons to any person violating the provisions of this Article in their presence.
 - iii) Serve written notice on the owner of a property containing Litter, requiring abatement or removal of the Litter within fifteen (15) calendar days.
- b) Any property owner refusing or neglecting to abate or remove Litter from property within fifteen (15) calendar days of receiving a written notice from an Enforcement Officer shall be served with a uniform summons and shall be subject to prosecution in accordance with Section 8.2, below. In addition, the Enforcement Officer may cause the removal or abatement of such Litter, with all expenses, including administrative expenses, incurred in abating or removing such Litter recoverable from the owner of the property from which the Litter is removed or abated, or from any person causing or maintaining the same, in the manner as debts or like amounts are now recoverable by law. *O.C. Code § 12-179.*

2) PENALTIES AND FINES.

Any person violating the provisions of this Article shall be guilty of a misdemeanor and upon conviction shall be fined not less than One Hundred and 00/100 (\$100.00) Dollars nor more than Five Hundred and 00/100 (\$500.00) for each offense plus court costs (or thirty (30) days in jail, or both). As punishment, the court may also direct Litter remediation or gathering labor as appropriate under the supervision of the court. In addition, the court

may order any person violating the provisions of this Article to pay restitution to the County or to the victims for the costs of removing or abating such Litter. One Hundred (100%) percent of the fines collected by the County pursuant to this Article shall be remitted to the Oconee County Sheriff's Office to help defray the cost of enforcing this Article. The magistrate's court shall have jurisdiction to enforce this Article. *O.C. Code § 12-177.*

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-18**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE BOARD OF ZONING APPEALS, SPECIFICALLY IN RELATION TO NOTIFICATION OF THE HEARINGS AND ACTIONS THEREOF; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 38 of the Code of Ordinances, specifically Article 6, the *Board of Zoning Appeals* with specific reference being made to changes intended to improve the public notification process; and,

WHEREAS, County Council has therefore determined to modify Article 6, Chapter 38 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article 6 of Chapter 38 of the Code of Ordinances, entitled the *Board of Zoning Appeals*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a

version of Article 6 of Chapter 38 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and Section 4-9-130 of the South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard, any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article 6 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 19, 2018
Second Reading: July 17, 2018
Third Reading: _____
Public Hearing: _____

Attachment "A"

Sec. 38-6.1. - References.

All references within these regulations to the board of zoning appeals shall be considered to indicate the Oconee County Board of Zoning Appeals, created under the provisions of Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-6.2. - Responsibilities.

The board of zoning appeals shall:

(1) Hear all appeals, request for variances, and special exceptions from these regulations, in accordance with the Code of Laws of South Carolina, Title 6, Chapter 29 and the adopted bylaws of the board of zoning appeals.

(2) Hear and decide appeals where there is an alleged error in any order, or decisions made by the zoning official or designated staff.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-6.3 - Public Notification Process

Planning and Zoning staff shall, at least 21 calendar days before the scheduled meeting:

(1) Legal Advertisement - Place a legal advertisement in a local-newspaper that:

- a. Identifies the time, date and location of the Board of Zoning appeals meeting;
- b. Identifies the project location requesting the meeting by parcel-I.D. number and physical address, if available;
- c. Identifies the reason for the meeting; and
- d. Provides County Planning staff contact information.

(2) Public Signage - Produce a sign, at least nine-square feet in size that identifies the party asking for the BZA meeting, what the BZA meeting is for (variance, special exception), the project location (address and parcel - I.D.), time and location of the BZA meeting, and a contact phone number of County Planning Staff. The signs should include 4-inch high lettering that states the type of request, VARIANCE, SPECIAL EXCEPTION, or CELL TOWER.

At least one sign shall be placed at each of the following locations:

- a. On or adjacent to the property affected; and
- b. Along each road frontage that abuts the property asking for the BZA hearing, and at least one more sign, as needed at staff's discretion, to provide adequate notification for area property owners and residents.

(3) Adjacent landowner notification - County Planning staff shall produce and mail letters to all landowners within 250' of the project areas property lines that:

- a. Identifies the proposed project site;

- b. Identifies the need for the BZA hearing;**
- c. Identifies the time and location of the BZA hearing; and**
- d. Provides County Planning staff contact information.**

Attachment "B"

Sec. 38-6.1. - References.

All references within these regulations to the board of zoning appeals shall be considered to indicate the Oconee County Board of Zoning Appeals, created under the provisions of Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-6.2. - Responsibilities.

The board of zoning appeals shall:

(1) Hear all appeals, request for variances, and special exceptions from these regulations, in accordance with the Code of Laws of South Carolina, Title 6, Chapter 29 and the adopted bylaws of the board of zoning appeals.

(2) Hear and decide appeals where there is an alleged error in any order, or decisions made by the zoning official or designated staff.

(Ord. No. 2012-14, § 1, 5-15-2012)

Sec. 38-6.3 - Public Notification Process

Planning and Zoning staff shall, at least 21 calendar days before the scheduled meeting:

(1) Legal Advertisement - Place a legal advertisement in a local-newspaper that:

- a. Identifies the time, date and location of the Board of Zoning appeals meeting;
- b. Identifies the project location requesting the meeting by parcel-I.D. number and physical address, if available;
- c. Identifies the reason for the meeting; and
- d. Provides County Planning staff contact information.

(2) Public Signage - Produce a sign, at least nine-square feet in size that identifies the party asking for the BZA meeting, what the BZA meeting is for (variance, special exception), the project location (address and parcel - I.D.), time and location of the BZA meeting, and a contact phone number of County Planning Staff. The signs should include 4-inch high lettering that states the type of request, VARIANCE, SPECIAL EXCEPTION, or CELL TOWER.

At least one sign shall be placed at each of the following locations:

- a. On or adjacent to the property affected; and
- b. Along each road frontage that abuts the property asking for the BZA hearing, and at least one more sign, as needed at staff's discretion, to provide adequate notification for area property owners and residents.

(3) Adjacent landowner notification - County Planning staff shall produce and mail letters to all landowners within 250' of the project areas property lines that:

- a. Identifies the proposed project site;
- b. Identifies the need for the BZA hearing;
- c. Identifies the time and location of the BZA hearing; and
- d. Provides County Planning staff contact information.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-19**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING GENERAL PROVISIONS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 38 of the Code of Ordinances, specifically Article 9, entitled *General Provisions*, with specific reference being made to changes intended to improve clarity and usability; and,

WHEREAS, County Council has therefore determined to modify Article 9, Chapter 38 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article 9 of Chapter 38 of the Code of Ordinances, entitled *General Provisions*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of

Article 9 of Chapter 38 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and Section 4-9-130 of the South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article 9 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 19, 2018
Second Reading: July 17, 2018
Third Reading: _____
Public Hearing: _____

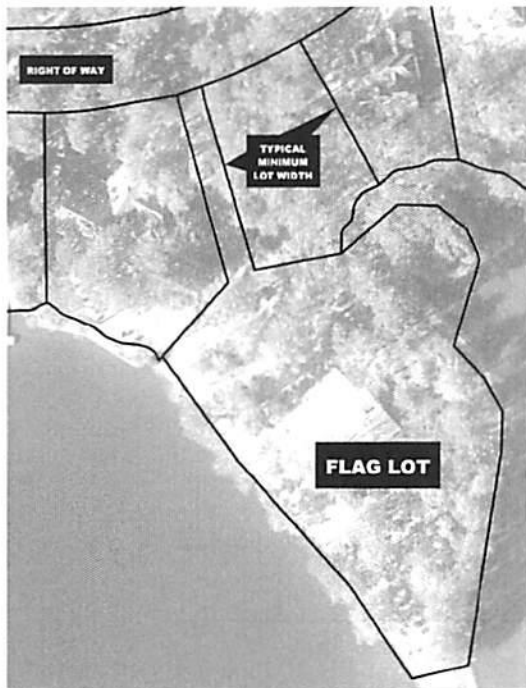
Attachment "A"

Sec. 38-9.3. - Dimensional requirements: General provisions and exceptions.

In addition to the dimensional requirements listed below and district dimensional requirements, further dimensional requirements may be set forth in Article 5 for those uses listed as conditional. The Control Free district shall be exempt from the provisions of this section except provisions listed under item (2) Setbacks.

(1) Lot size and configuration.

a. Public utilities and government uses shall not be subject to the minimum lot size requirements, but shall meet the setback requirements.

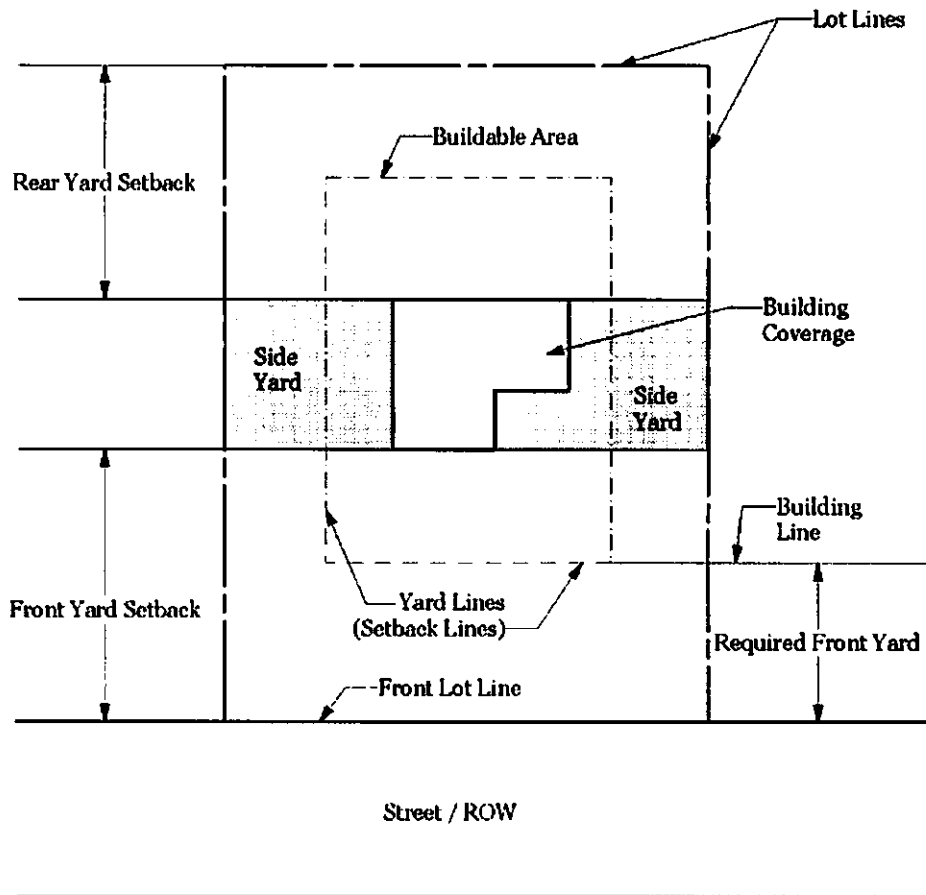


b. A flag lot shall contain no more than two single-family dwellings and uninhabited accessory structures. Flag lots may be permitted under the following conditions:

1. The maximum flagpole length shall be 300 feet.
2. The minimum flagpole width shall be 30 feet.
3. The front setback shall be measured from where the lot meets the district minimum width requirements.
4. The flagpole portion of the lot shall not be used to calculate area, width, or setbacks of the lot or to provide off-street parking.
5. There shall be no more than one flag lot per each four lots, per subdivision or development.

(2)Setbacks.

a. The required front, side, and rear yards for individual lots shall be measured inward toward the center of said lot from all points along the respective front, side, and rear property lines of the lot. Once the yard areas of a given lot have been established, the remaining area of the lot which is not included in any required front, side, or rear lot shall be known as the "buildable" area within which the approved structure(s) shall be placed.

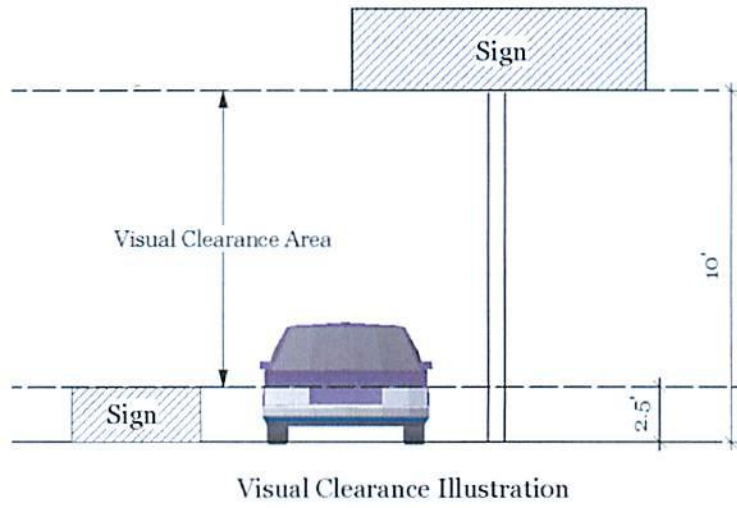


b. Where a property abuts a street right-of-way, the setback shall be measured from the right-of-way line.

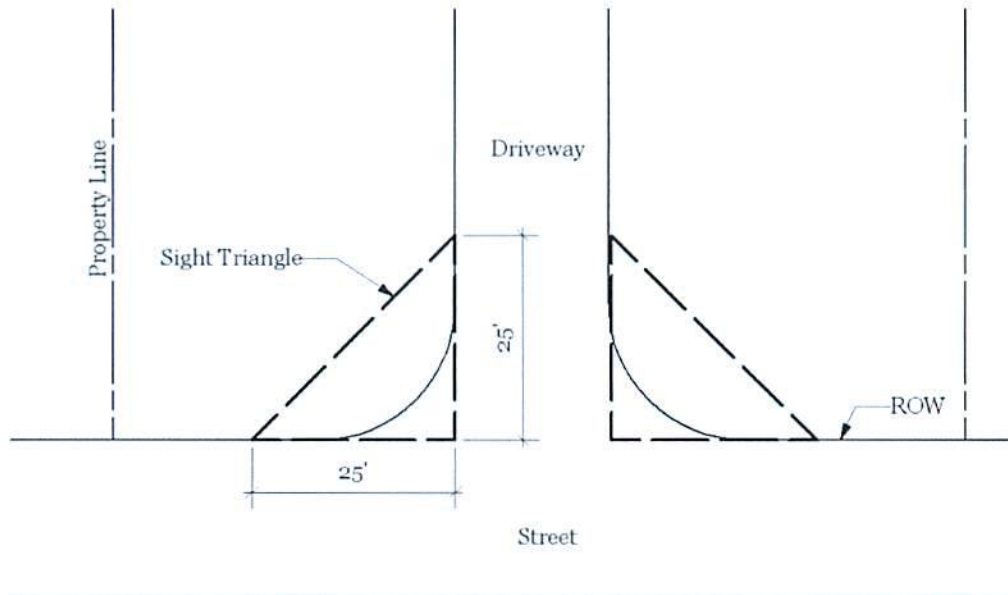
c. Corner lots shall be considered to have two fronts and shall meet the front setback for the district.

d. Front yard setbacks for double frontage lots shall be provided for both streets upon which the lot has frontage, and any accessory use(s) shall be prohibited from the required front yard setback of the street upon which the principal building fronts.

e. Road design and encroachment criteria is governed by the standards in Chapter 26, of the Oconee County Code of Ordinances, as amended.



Sight Triangle Illustration



f. Any garage door shall be set back a minimum of 20 feet from the property line that it faces so that vehicles may be parked in the driveway without encroaching into the right-of-way. If the district setback is greater than 20 feet, then the more restrictive setback shall prevail.

g. The side and rear setbacks in the CCD and HCD shall not apply to the shared property line of attached buildings.

h. The space in any required yard shall be open and unobstructed except for the ordinary projections of window sills, cornices, eaves, window air conditioning units, and other architectural features, provided that such features shall project no more than two feet into any required yard.

i. Steps and heating and cooling units may project into a required yard a distance not to exceed five feet but no closer than five feet of a property line. Fences, freestanding walls, hedges, and septic lines may be located in any setback, so long as they remain on the property.

(Ord. No. 2012-14, § 1, 5-15-2012)

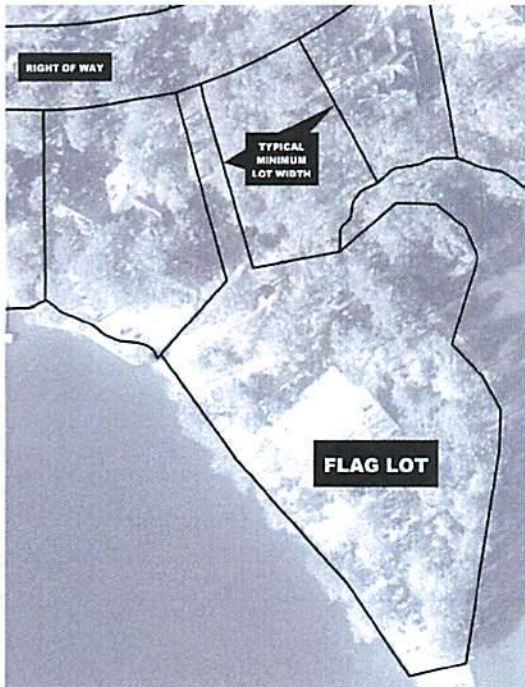
Attachment "B"

Sec. 38-9.3. - Dimensional requirements: General provisions and exceptions.

In addition to the dimensional requirements listed below and district dimensional requirements, further dimensional requirements may be set forth in Article 5 for those uses listed as conditional. **The Control Free district shall be exempt from the provisions of this section except provisions listed under item (2) Setbacks.**

(1) Lot size and configuration.

- a. Public utilities and government uses shall not be subject to the minimum lot size requirements, but shall meet the setback requirements.

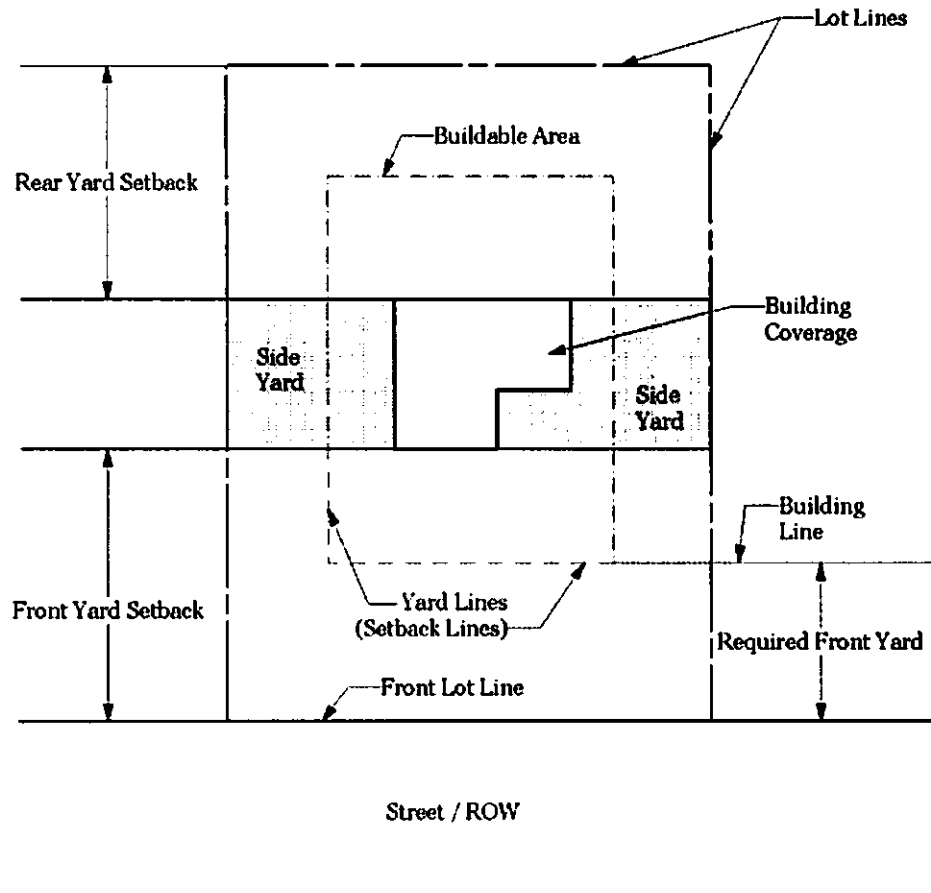


- b. A flag lot shall contain no more than two single-family dwellings and uninhabited accessory structures. Flag lots may be permitted under the following conditions:

1. The maximum flagpole length shall be 300 feet.
2. The minimum flagpole width shall be 30 feet.
3. The front setback shall be measured from where the lot meets the district minimum width requirements.
4. The flagpole portion of the lot shall not be used to calculate area, width, or setbacks of the lot or to provide off-street parking.
5. There shall be no more than one flag lot per each four lots, per subdivision or development.

(2)Setbacks.

a. The required front, side, and rear yards for individual lots shall be measured inward toward the center of said lot from all points along the respective front, side, and rear property lines of the lot. Once the yard areas of a given lot have been established, the remaining area of the lot which is not included in any required front, side, or rear lot shall be known as the "buildable" area within which the approved structure(s) shall be placed.

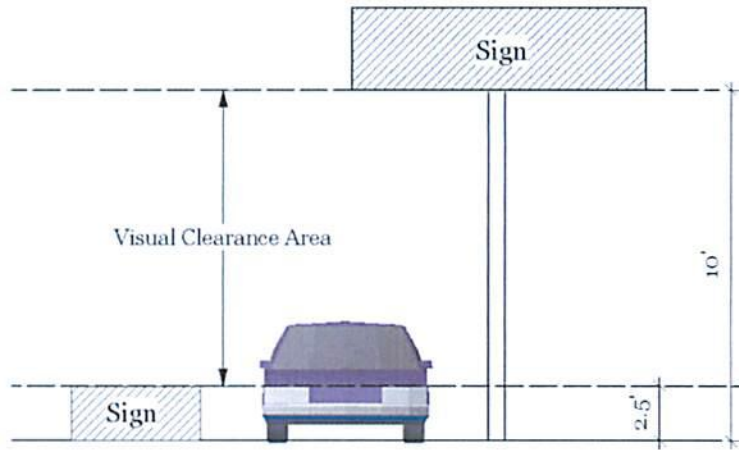


b. Where a property abuts a street right-of-way, the setback shall be measured from the right-of-way line.

c. Corner lots shall be considered to have two fronts and shall meet the front setback for the district.

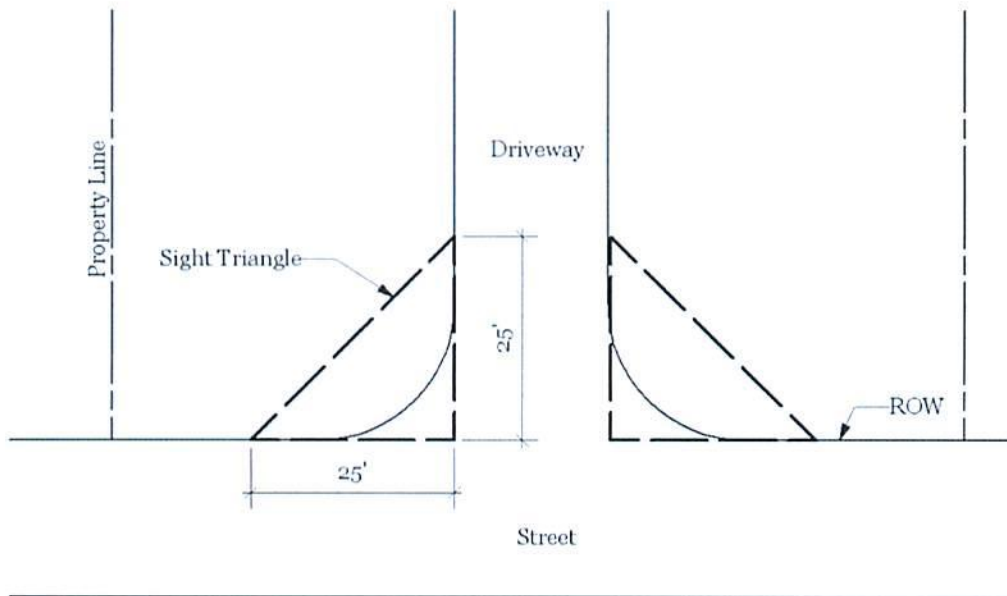
d. Front yard setbacks for double frontage lots shall be provided for both streets upon which the lot has frontage, and any accessory use(s) shall be prohibited from the required front yard setback of the street upon which the principal building fronts.

e. Road design and encroachment criteria is governed by the standards in Chapter 26, of the Oconee County Code of Ordinances, as amended.



Visual Clearance Illustration

Sight Triangle Illustration



f. Any garage door shall be set back a minimum of twenty (20) feet from the property line that it faces so that vehicles may be parked in the driveway without encroaching into the right-of-way. If the district setback is greater than twenty (20) feet, then the more restrictive setback shall prevail.

g. The side and rear setbacks in the CCD and HCD shall not apply to the shared property line of attached buildings.

h. The space in any required yard shall be open and unobstructed except for the ordinary projections of window sills, cornices, eaves, window air conditioning units, and other architectural features, provided that such features shall project no more than two feet into any required yard.

i. Steps and heating and cooling units may project into a required yard a distance not to exceed five feet but no closer than five feet of a property line. Fences, freestanding walls, hedges, and septic lines may be located in any setback, so long as they remain on the property.

(Ord. No. 2012-14, § 1, 5-15-2012)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-20**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING COMMUNICATION TOWERS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 of the Code of Ordinances, specifically Article IV, entitled *Communication Towers*, with specific reference being made to changes intended to improve clarity and usability; and,

WHEREAS, County Council has therefore determined to modify Article IV, Chapter 32 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article IV of Chapter 32 of the Code of Ordinances, entitled *Communication Towers*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a

version of Article IV of Chapter 32 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and Section 4-9-130 of the South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article IV of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 19, 2018
Second Reading: July 17, 2018
Third Reading: _____
Public Hearing: _____

Attachment "A"

Sec. 32-138. - Application requirements.

The following information shall be submitted for all applications for approval of a communication tower:

(a) Structural specifications. Two copies of the specifications for proposed structure, including description of design characteristics and material.

(b) Technical specifications. For each antenna to be installed:

- (1) Manufacturer and model number.
- (2) Frequency band used for transmitting and receiving.
- (3) Effective radiating power.
- (4) Mounting position above ground.
- (5) A study demonstrating compliance with FCC RF exposure limits (all antennas).

(c) Site plan. Two copies of a site plan drawn to scale showing property boundaries, communication tower location, communication tower height, guy wires and anchors, security fencing, screening, existing structures, photographs or elevation drawings depicting typical design of proposed structures, parking, fences, landscape plan, and existing land uses on adjacent property. A site plan is not required if antenna is to be mounted on an approved existing structure. Prototypical drawings indicating various types of equipment to be located on the communication tower may be submitted at the time of the permit application. Identification of the owners of all antennae and equipment to be located on the site. Other equipment may be added to the communication tower without additional permits or inspections as long as electrical wiring is not required.

(d) Location map. Two copies of a current map, or update for an existing map on file, showing geographic coordinates of the communication tower, calculated coverage areas, facilities, location of existing nearby (within three miles) communication towers, and proposed communication towers, serving contiguous areas. An applicant may request that specific proprietary or confidential information be withheld from the public record.

(e) Owner authorization. Written authorization from the site owner for the application.

(f) Visual impact analysis. A line of sight analysis showing the potential visual and aesthetic impact on adjacent residential districts. For communication tower applications, balloon testing and computer generated viewshed analysis/rendering to provide a visual representation of the proposed structure on the proposed site, shall be provided as part of the application package by the applicant.

(g) Alternative to co-location or stealth design. Co-located or stealth designs shall be required unless satisfactory documented evidence can be provided indicating that:

(1) The proposed antenna and equipment cannot be accommodated and function as required;

(2) The applicant's technical design requirements are such that without unreasonable modifications they cannot function on any existing structure or communication tower under the control of applicant; and

(3) The applicant has considered all available publicly-owned sites, and available privately owned sites occupied by a compatible use, including all applicable sites or locations or a combination of sites and locations as described under section 32-133(b) for priority of approval and the applicant has demonstrated that for the reasons described in section 32-133(b) that these sites and/or locations are unsuitable for operation of the facility under applicable state and federal communications regulations, the applicant's technical design requirements and/or valid economic reasons.

(h) Indemnity. The applicant must show by certificate from a registered engineer that the proposed facility will contain only equipment meeting FCC rules, and must file with the director a written indemnification agreement, on a form approved by the county. The applicant must also file with the county proof of liability insurance or financial ability to respond to claims up to \$1,000,000.00 in the aggregate which may arise from operation of the facility during its life, at no cost to the county, in a form approved by the county attorney.

(i) Application fees. All communication tower applications shall include a check made out to the county treasurer in an amount to be determined by the director, based upon a schedule of fees enacted by the county council. Additional fees may be imposed in order to offset the costs associated with processing applications for special exceptions, appeals, or variances.

(Ord. No. 1999-14, § 4.8, 4-4-2000; Ord. No. 2016-38, § 1(Exh. A), 1-17-2016)

Attachment "B"

Sec. 32-138. - Application requirements.

The following information shall be submitted for all applications for approval of a communication tower:

(a) Structural specifications. Two copies of the specifications for proposed structure, including description of design characteristics and material.

(b) Technical specifications. For each antenna to be installed:

- (1) Manufacturer and model number.
- (2) Frequency band used for transmitting and receiving.
- (3) Effective radiating power.
- (4) Mounting position above ground.
- (5) A study demonstrating compliance with FCC RF exposure limits (all antennas).

(c) Site plan. Two copies of a site plan drawn to scale showing property boundaries, communication tower location, communication tower height, guy wires and anchors, security fencing, screening, existing structures, photographs or elevation drawings depicting typical design of proposed structures, parking, fences, landscape plan, and existing land uses on adjacent property. A site plan is not required if antenna is to be mounted on an approved existing structure. Prototypical drawings indicating various types of equipment to be located on the communication tower may be submitted at the time of the permit application. Identification of the owners of all antennae and equipment to be located on the site. Other equipment may be added to the communication tower without additional permits or inspections as long as electrical wiring is not required.

(d) Location map. Two copies of a current map, or update for an existing map on file, showing geographic coordinates of the communication tower, calculated coverage areas, facilities, location of existing nearby (within three miles) communication towers, and proposed communication towers, serving contiguous areas. An applicant may request that specific proprietary or confidential information be withheld from the public record.

(e) Owner authorization. Written authorization from the site owner for the application.

(f) Visual impact analysis. A line of sight analysis showing the potential visual and aesthetic impact on adjacent residential districts. For communication tower applications, balloon testing and computer generated viewshed analysis/rendering to provide a visual representation of the proposed structure on the proposed site, shall be provided as part of the application package by the applicant.

(g) Alternative to co-location or stealth design. Co-located or stealth designs shall be required unless satisfactory documented evidence can be provided indicating that:

(1) The proposed antenna and equipment cannot be accommodated and function as required;

(2) The applicant's technical design requirements are such that without unreasonable modifications they cannot function on any existing structure or communication tower under the control of applicant; and

(3) The applicant has considered all available publicly-owned sites, and available privately owned sites occupied by a compatible use, including all applicable sites or locations or a combination of sites and locations as described under section 32-133(b) for priority of approval and the applicant has demonstrated that for the reasons described in section 32-133(b) that these sites and/or locations are unsuitable for operation of the facility under applicable state and federal communications regulations, the applicant's technical design requirements and/or valid economic reasons.

(h) Indemnity. The applicant must show by certificate from a registered engineer that the proposed facility will contain only equipment meeting FCC rules, and must file with the director a written indemnification agreement, on a form approved by the county. The applicant must also file with the county proof of liability insurance or financial ability to respond to claims up to \$1,000,000.00 in the aggregate which may arise from operation of the facility during its life, at no cost to the county, in a form approved by the county attorney.

(i) Application fees. All communication tower applications shall include a check made out to the county treasurer in an amount to be determined by the director, based upon a schedule of fees enacted by the county council. Additional fees may be imposed in order to offset the costs associated with processing applications for special exceptions, appeals, or variances.

(Ord. No. 1999-14, § 4.8, 4-4-2000; Ord. No. 2016-38, § 1(Exh. A), 1-17-2016)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-21**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING COMMUNICATION TOWER APPLICATIONS WHICH MAY BE ADMINISTRATIVELY APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 of the Code of Ordinances, specifically Article IV, entitled *Communication Towers*, with specific reference being made to changes intended to improve clarity and usability; and,

WHEREAS, County Council has therefore determined to modify Article IV, Chapter 32 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article IV of Chapter 32 of the Code of Ordinances, entitled *Communication Towers*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is

attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Article IV of Chapter 32 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and Section 4-9-130 of the South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article IV of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 19, 2018
Second Reading: July 17, 2018
Third Reading: _____
Public Hearing: _____

Attachment "A"

Sec. 32-133. - Communications tower and antenna permitted.

(a) Determination by community development director or his designated staff representative (collectively "director"). All applications for tower placement must be submitted to the director for review. Applications must be complete and shall include all of the materials required by this article (application requirements) and must meet all applicable requirements and/or conditions in this article before an application will be processed. Incomplete applications will be returned to the applicant. Under the following circumstances, the director may administratively approve applications for placement of towers and associated antennas:

(1) As a communication tower and/or antenna in any district co-located on existing towers or structures.

(2) As co-locations on existing electric utility company transmission line towers (such as Duke Power Company towers) which increase the height of the towers by no more than 20 feet.

(3) As an individual communication tower and associated antennas that do not exceed 75 feet in total height.

Applications approved by the director must comply with all other requirements of this article. The director may refer any application to the board for final review and approval as a special exception.

(b) Special exceptions granted by the board. Other than as permitted by section 32-133(a), communication towers are permitted in the county for use only as a special exception. Applications for tower construction are subject to review and approval by the board. Priority in approving additional telecommunications facilities in the county shall be given to co-location on existing towers or structures, including electric utility company transmission line towers.

Only when these possibilities have been exhausted or when it can be demonstrated by an applicant that the alternatives are not technically feasible to provide adequate coverage for the county, or when it can be documented by the applicant that the cost of the proposed lease for a site or location is more than 20 percent above the prevailing rate of leases in comparable metropolitan statistical areas (M.S.A.'s) in the southeast, shall other sites be considered for approval. Communication towers approved by the board in all districts, as defined in O.C. Code § 38-10.7, shall be encouraged as stealth designs. At the discretion of the board, communication towers may be required to be constructed as a stealth design depending on the impact of the tower on the surrounding area.

(c) Appeals to the board. Whenever there is an alleged error by the director in an order, requirement, decision, or determination, an applicant may request a hearing before the board. The board has the authority to correct, reverse, or uphold the decision of the director. (d) Time limit for determination. Failure of the director to act within 45 days from the date of the submission of a properly completed application, unless extended by mutual agreement, may be considered by applicant to be a denial of a permit and may be appealed to the board. (e) Co-locations. Co-locations on existing communication towers or other structures such as existing electric utility company towers which do not increase the height of the existing communication tower or structure are strongly encouraged. Co-locations, construction of freestanding structures (such as monopoles) which are located within the footprint of the existing tower or

reconstruction of existing towers, any of which increase the height of the existing tower by more than 20 feet may be approved by special exception if they do not exceed the total tower height permitted in section 32-136. All new towers shall be designed to accommodate the principal provider and at least two additional carriers. At the discretion of the board, new stealth towers shall also be designed to accommodate additional carriers. The county, prior to final approval, must be satisfied that the communication tower makes reasonable accommodations for an additional user. The applicant shall make unused tower space available at fair market value.

(Ord. No. 1999-14, § 4.3, 4-4-2000; Ord. No. 2016-38, § 1(Exh. A), 1-17-2016)

Attachment "B"

Sec. 32-133. - Communications tower and antenna permitted.

(a) Determination by community development director or his designated staff representative (collectively "director"). All applications for tower placement must be submitted to the director for review. Applications must be complete and shall include all of the materials required by this article (application requirements) and must meet all applicable requirements and/or conditions in this article before an application will be processed. Incomplete applications will be returned to the applicant. Under the following circumstances, the director may administratively approve applications for placement of towers and associated antennas:

(1) As a communication tower and/or antenna in any district co-located on existing towers or structures.

(2) As co-locations on existing electric utility company transmission line towers (such as Duke Power Company towers) which increase the height of the towers by no more than 20 feet.

~~(3) As a tower in a site preselected by the board as a recommended location based upon the county's county-wide communication tower site study.~~

(4) As an individual communication tower and associated antennas that do not exceed 75 feet in total height.

Applications approved by the director must comply with all other requirements of this article. The director may refer any application to the board for final review and approval as a special exception.

(b) Special exceptions granted by the board. Other than as permitted by section 32-133(a), communication towers are permitted in the county for use only as a special exception. Applications for tower construction are subject to review and approval by the board. Priority in approving additional telecommunications facilities in the county shall be given to co-location on existing towers or structures, including electric utility company transmission line towers.

Only when these possibilities have been exhausted or when it can be demonstrated by an applicant that the alternatives are not technically feasible to provide adequate coverage for the county, or when it can be documented by the applicant that the cost of the proposed lease for a site or location is more than 20 percent above the prevailing rate of leases in comparable metropolitan statistical areas (M.S.A.'s) in the southeast, shall other sites be considered for approval. Communication towers approved by the board in all districts, as defined in O.C. Code § 38-10.7, shall be encouraged as stealth designs. At the discretion of the board, communication towers may be required to be constructed as a stealth design depending on the impact of the tower on the surrounding area.

(c) Appeals to the board. Whenever there is an alleged error by the director in an order, requirement, decision, or determination, an applicant may request a hearing before the board. The board has the authority to correct, reverse, or uphold the decision of the director. (d) Time limit for determination. Failure of the director to act within 45 days from the date of the submission of a properly completed application, unless extended by mutual agreement, may be considered by applicant to be a denial of a permit and may be appealed to the board. (e) Co-locations. Co-locations on existing communication towers or other structures such as existing electric utility company towers which do not increase the height of the existing communication

tower or structure are strongly encouraged. Co-locations, construction of freestanding structures (such as monopoles) which are located within the footprint of the existing tower or reconstruction of existing towers, any of which increase the height of the existing tower by more than 20 feet may be approved by special exception if they do not exceed the total tower height permitted in section 32-136. All new towers shall be designed to accommodate the principal provider and at least two additional carriers. At the discretion of the board, new stealth towers shall also be designed to accommodate additional carriers. The county, prior to final approval, must be satisfied that the communication tower makes reasonable accommodations for an additional user. The applicant shall make unused tower space available at fair market value.

(Ord. No. 1999-14, § 4.3, 4-4-2000; Ord. No. 2016-38, § 1(Exh. A), 1-17-2016)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-22**

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING LAKE RESIDNETIAL DISTRICT SETBACKS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 38 of the Code of Ordinances, specifically Article 10, entitled *Zoning Districts*, with specific reference being made to changes intended to improve clarity and usability; and,

WHEREAS, County Council has therefore determined to modify Article 10, Chapter 38 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article 10 of Chapter 38 of the Code of Ordinances, entitled *Zoning Districts*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of

Article X of Chapter 38 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and Section 4-9-130 of the South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article 10 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 19, 2018
Second Reading: July 17, 2018
Third Reading: _____
Public Hearing: _____

Attachment "A"

Sec. 38-10.8. - Lake residential district (LRD).

Title: Lake residential district.

Definition: Those areas around the lakes where the primary land is single family residential with limited multi-family residential use.

Intent: This district is intended to provide for residential single family development around the lakes and for those related uses that are normally associated with lake residential communities. Those uses that may generate negative secondary effects impacting the quality of life shall be discouraged.

Dimensional requirements:*

	Density and Lot Size			Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Lot size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
Residential Uses	¼ acre (10,890 sf) Utilities Available	Greater than or equal to ½ acre	4 dwellings per acre	80	25	5	10	65
	¼ acre (10,890 sf) Utilities Available	¼-less than ½ acre	4 dwellings per acre	80	15	5	5	65
	½ acre Utilities not available	½ acre	2 dwellings per acre	80	25	5	10	65
Nonresidential Uses	Minimum Lot Size			Minimum Yard Requirements			Max. Height	
	Min. Lot Size	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)		
	¼ acre or ½ acre depending on availability of utilities	80	35	10	30	65		

***See Article 9 for general provisions and exceptions to dimensional requirements.**

(Ord. No. 2012-14, § 1, 5-15-2012)

Attachment “B”

Sec. 38-10.8. - Lake residential district (LRD).

Title: Lake residential district.

Definition: Those areas around the lakes where the primary land is single family residential with limited multi-family residential use.

Intent: This district is intended to provide for residential single family development around the lakes and for those related uses that are normally associated with lake residential communities. Those uses that may generate negative secondary effects impacting the quality of life shall be discouraged.

Dimensional requirements:*

	Density and Lot Size				Minimum Yard Requirements			Max. Height
	Min. Lot Size	Lot size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
Residential Uses	¼ acre (10,890 sf) Utilities Available	Greater than or equal to ½ acre	4 dwellings per acre	80	25	5	10	65
	¼ acre (10,890 sf) Utilities Available	¼-less than ½ acre	4 dwellings per acre	80	15	5	5	65
	½ acre Utilities not available	½ acre	2 dwellings per acre	80	25	5	10	65
Nonresidential Uses	Minimum Lot Size			Minimum Yard Requirements			Max. Height	
	Min. Lot Size		Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)	
	¼ acre or ½ acre depending on availability of utilities		80	35	10	30	65	

***See Article 9 for general provisions and exceptions to dimensional requirements.**

(Ord. No. 2012-14, § 1, 5-15-2012)

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2018-23**

**AN ORDINANCE ESTABLISHING THE FUND BALANCE
POLICY FOR OCONEE COUNTY; AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County is subject to unforeseen events, such as natural and man-made disasters and/or unfunded State and Federal mandates, which may result in temporary or permanent increases in operating and capital costs; and,

WHEREAS, the County is subject to unexpected fluctuations in revenues due to changes in economic conditions, decreases in State and Federal government funding, plant closures, and changes in State and Federal law; and,

WHEREAS, the County’s primary source of revenue is real estate property taxes, the majority of which are collected in December and January, approximately halfway through the fiscal year, and which are subject to State imposed limitations and legislative changes. Nevertheless, the County must pay bills and make payroll all year long, including from the start of the County fiscal year (July 1) until the first real estate taxes are collected, in mid-October or later each year; and,

WHEREAS, it is the responsibility of the County to respond to all emergencies, on a real-time basis, and to ensure that all essential functions related to public health and safety continue uninterrupted, without regard to when taxes come in to pay for such responses; and,

WHEREAS, it is always the desire and intent of the County to meet any unanticipated expenditures or funding shortfalls with a minimum of disruption in services to the citizens; and,

WHEREAS, the County has been advised by its financial advisors, its bond counsel, and bond rating agencies that it needs to maintain such a fund balance, to “tide it over” in the event of all of the foregoing needs, some of which are annual certainties; and,

WHEREAS, it is the desire and need of the County to maintain a fiscal reserve to enhance its bond rating and to provide for the operating and reoccurring capital cash flows of the County, as stated above; and,

WHEREAS, it is also the desire and intent and expectation of the County to avoid any unreasonable excess accumulation of funds, while addressing the foregoing needs for prudent fiscal planning.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. **Definitions:** As used in this Ordinance:
 - a. “Unassigned Fund Balance” means the audited unassigned general fund balance as of the most recently audited fiscal year;
 - b. “Regular General Fund Expenditures” means the amount of the current year general fund budgeted expenditures.
2. **Minimum Unassigned Fund Balance:** The County Administrator and County Council shall develop and implement a plan that will bring the current Unassigned Fund Balance up to an amount equaling, at a minimum, twenty-five percent (25%) of Regular General Fund Expenditures within seven (7) years of the enactment of this Ordinance.
3. **Maintenance of Unassigned Fund Balance:** Once the County’s Unassigned Fund Balance reaches twenty-five percent (25%) of Regular General Fund Expenditures, the Unassigned Fund Balance shall thereafter be maintained at a level between twenty-five percent (25%) and thirty percent (30%) of Regular General Fund Expenditures.
4. **Excess Unassigned Fund Balance:** Unassigned Fund Balance in excess of thirty percent (30%) of Regular General Fund Expenditures will be allocated during the preparation of the next fiscal year budget process so as to bring the Unassigned Fund Balance back between twenty-five percent (25%) and thirty percent (30%) of Regular General Fund Expenditures, as nearly as possible.
5. **Failure to Maintain Required Unassigned Fund Balance:** If, after reaching twenty-five percent (25%) of Regular General Fund Expenditures, subsequent to enactment of this Ordinance, the Unassigned Fund Balance falls below twenty-five percent (25%) of Regular General Fund Expenditures, the County Administrator shall develop and recommend to County Council a plan to increase the Unassigned Fund Balance to a minimum of twenty-five (25%) of Regular General Fund Expenditures within a time period not to exceed five (5) years.
6. **Assigned Fund Balances:** Any funds balance sums designated for a specific purpose shall be established in the budget as assigned fund balance(s). Such general fund balance sums may be assigned by approval of a resolution by County Council. Any expenditure from such assigned general fund balance shall be budgeted by County Council through a budget ordinance or amendment or through a separate ordinance. Such assigned reserves shall not be included in the calculation of the County’s Unassigned Fund Balance.

7. **Capital Project Funds:** Oconee County maintains various capital projects funds. The purpose of capital projects funds are to accumulate and expend funds for large capital projects. In order to fulfill that purpose, some capital project funds may accumulate revenues over several years to pay for large capital projects. Capital projects fund balances will be evaluated and managed through the annual budget process. Such designated reserves shall not be included in the calculation of the County's Unassigned Fund Balance.
8. **Special Revenue Funds:** Oconee County maintains various special revenue funds. The purpose of special revenue funds are to account for specific revenue sources that are legally restricted to expenditure for specified purposes. These restrictions are imposed either by an external party or through law or enabling legislation. Certain special revenues may be accumulated over several years for large or infrequent expenditures, and other special revenues may have time restrictions on when they should be expended. Special revenue fund balances will be evaluated and managed through the annual budget process in compliance with the legal restrictions on such funds. Such special revenue fund reserves shall not be included in the calculation of the County's Unassigned Fund Balance.
9. **Order of Use of Fund Balances:** When fund balance resources in more than one classification are available for a specific purpose, it is the policy of Oconee County to use the most restrictive funds first, in the following order: restricted, committed, assigned, and unassigned, as they are needed.
10. **Supermajority Vote Required If Mandated Unassigned Fund Balance Is Not Reached:** If the Unassigned Fund Balance does not reach twenty-five percent (25%) of Regular General Fund Expenditures within seven (7) years following the enactment of this Ordinance, any subsequent budgets shall require a supermajority vote (two-thirds of the members present and voting) of County Council to pass until the Unassigned Fund Balance reaches twenty-five percent (25%) of Regular General Fund Expenditures.
11. **Supermajority Vote Required When Unassigned Fund Balance Sums Are Spent, Bringing Unassigned Fund Balance Below Required Amount:** If, after reaching twenty-five percent (25%) of Regular General Fund Expenditures subsequent to enactment of this Ordinance, County Council authorizes an expenditure from the Unassigned Fund Balance that would cause the Unassigned Fund Balance to decrease to an amount below twenty-five percent (25%) of Regular General Fund Expenditures, such authorization must be given by a supermajority vote (two-thirds of the members present and voting) of County Council.
12. **Severability:** Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

13. **Repealer:** All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

14. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: June 19, 2018
Second Reading: July 17, 2018
Third Reading: _____
Public Hearing: _____

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-24**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC. AS LESSEE; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

WHEREAS, the County currently desires to execute and enter into a Real Property Lease Agreement (the "Lease") with the Rosa Clark Medical Clinic Association, Inc. in relation to certain real property, including all improvements thereon, as shown on Exhibit "A" attached hereto (the "Premises"); and,

WHEREAS, Lessee endeavors to use the Premises as a medical / dental facility, providing free and subsidized services and conducting activities related thereto; and,

WHEREAS, the Premises are suitable for the uses proposed by Lessee; and,

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit "B," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

NOW THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "B," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Clerk to Oconee County Council
Katie Smith

Edda Cammick
Chair, Oconee County Council

First Reading: June 19, 2018
Second Reading: July 17, 2018
Third Reading: _____
Public Hearing: _____

EXHIBIT A

See Attached

EXHIBIT B

To be produced following negotiations and/or execution

REAL PROPERTY LEASE AGREEMENT

between

THE COUNTY OF OCONEE, SOUTH CAROLINA

as Lessor

and

THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC.

as Lessee

REAL PROPERTY LEASE AGREEMENT

THIS REAL PROPERTY LEASE (“Lease”) is made and entered into by **THE COUNTY OF OCONEE, SOUTH CAROLINA**, as lessor (“Lessor”) and **THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC.** as lessee (“Lessee”), dated as of _____, 2018 (the “Lease Commencement Date”).

RECITALS:

WHEREAS, Lessor is the owner of that certain real property, including all improvements thereon, located at 210 South Oak Street, Seneca, South Carolina, TMS: 520-33-08-008, as shown and designated on Exhibit “A” attached hereto and incorporated herein (the “Premises”); and

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Premises; and

WHEREAS, Lessee desires to lease the Premises for use as a medical / dental facility, providing free and subsidized services and conducting activities related thereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1 - DEMISE OF PREMISES

Section 1.1. **Premises**. Lessor, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises, subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions, and provisions hereof.

Section 1.2. **Quiet Enjoyment**. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee’s part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Premises during the “Term” (as hereinafter defined) of this Lease without hindrance of Lessor or any person claiming under Lessor. Notwithstanding the foregoing, Lessee’s rights established under this Lease are subject to Lessor’s rights to use the Premises as provided herein. Lessor hereby retains the right to enter upon and inspect the Premises at reasonable times and upon reasonable notice; and, Lessor further reserves the right to enter upon the Premises, without prior notice, in the event of an emergency condition or situation, as reasonably determined by Lessor.

ARTICLE 2 - LEASE TERM

Section 2.1. **Lease Term**. The term of this Lease (the “Term”) shall commence on the Lease Commencement Date and shall continue through the day immediately preceding the twentieth (20th) anniversary of the Lease Commencement Date, unless earlier terminated as provided herein. Notwithstanding the foregoing, and provided that Lessee is not in material default of the Lease on the Twentieth (20th) anniversary of the Lease Commencement Date, the Term may be extended at Lessee’s option for five (5) additional years so that the Term will thereafter expire on the day immediately preceding the twenty-fifth (25th) anniversary of the Lease Commencement Date.

Section 2.2. **Reversion**. At the expiration or earlier termination of this Lease, whether by default, eviction, or otherwise, all improvements/infrastructure existing upon the Premises shall, without compensation to Lessee or any other party, then become or remain, as the case may be, the

sole property of Lessor or Lessor's designee, free and clear of all claims to or against them by Lessee or any third person attributable to Lessor or Lessee, and all claims, liens, security interests, and encumbrances, other than those claims that are attributable to any act or omission of Lessor or created hereafter in accordance with the terms of this Lease. All alterations, improvements, additions, and utility installations which may be made on the Premises shall be the property of Lessor and shall remain upon and be surrendered with the Premises at the expiration or earlier termination of this Lease. Notwithstanding the foregoing, any machinery or equipment owned by Lessee or any sublessee, other than that which is permanently affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee or any sublessee, as may be applicable, and may be removed; provided, however, that Lessee removes or causes its removal prior to the expiration of the Lease or prior to the effective date of termination of the Lease, whichever is applicable.

ARTICLE 3 - RENT, TAXES, AND UTILITIES

Section 3.1. **Rent.** In consideration for use of the Premises, Lessee shall pay Lessor the sum of ten dollars (\$10.00) upon execution of the Lease as rent for the full Term of the Lease.

Section 3.2. **Taxes.** Lessee shall be responsible for any and all taxes, fees, assessments, and charges, if any, that are attributable to the Premises and the improvements and activities located thereon during the Term.

Section 3.3. **Utilities.** Lessee shall be responsible for all charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at Premises.

Section 3.4. **No Security Deposit.** No security deposit is required hereunder.

Section 3.5. **Costs.** It is the intent of the parties, except as otherwise provided in this Lease, that Lessee pay all costs, charges, insurance premiums, taxes, utilities, expenses, and assessments arising during the Term of every kind and nature incurred for, against, or in connection with the Premises.

ARTICLE 4 - USE OF PREMISES

Section 4.1. **Permitted Uses.** Lessor shall allow Lessee, its agents, employees, successors, assigns, and sublessees to use the Premises as a medical / dental facility, providing free and subsidized services, and conducting activities related thereto (collectively, the "Permitted Uses"). Lessee and its sublessees, successors, and assigns shall only use the Premises for the Permitted Uses unless written consent for any other purpose is given by the Lessor, which consent shall not be unreasonably withheld.

ARTICLE 5 - HAZARDOUS MATERIALS

Section 5.1. Throughout the Term, Lessee and Lessee's employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance, rule, or regulation related to the environment, health, or safety (collectively, "Environmental Laws"), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, "Hazardous Materials"), to be handled, placed, stored, dumped,

released, manufactured, used, transported, or located on, in, under, or about the Premises. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing, using and transporting Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

Section 5.2. Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery, or claim thereof, of any Hazardous Materials on or about the Premises.

ARTICLE 6 – IMPROVEMENTS

Section 6.1. Improvements and Alterations. Lessee shall not undertake to materially improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claims for damages to or loss of any property belonging to Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.

ARTICLE 7 – MAINTENANCE

Section 7.1. Maintenance, Repairs, and Upkeep Provided by Lessee. Lessee shall be responsible for all necessary repairs and maintenance to the exterior and interior of the Premises, including all structural, mechanical, electrical, plumbing, and building envelope components of the Premises. Lessee shall ensure that the interior and exterior of the Premises, including all landscaping, are kept in clean and sanitary condition and are neat and orderly in appearance. Lessee shall be responsible for any abuse or destruction of the Premises not due to ordinary wear and tear.

Section 7.2. As Is Condition of the Premises. The Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises in general, or as to Lessee's contemplated uses specifically, and Lessee is accepting the Premises as is, with all faults.

ARTICLE 8 – LIENS

Section 8.1. Prohibition of Liens. Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

ARTICLE 9 – CONDEMNATION

Section 9.1. Condemnation. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof, and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Premises is taken, or conveyance made in lieu thereof, then Rent shall be equitably apportioned according to the portion of Premises so taken, and Lessee shall, at its own expense, restore the remaining portion of Premises to operate as a Permitted Use. All compensation awarded or paid upon such a total or partial taking of Premises shall belong to and be the property of Lessor

without any participation by Lessee; provided, however, Lessee shall have the right to pursue a collateral action seeking recovery of its costs and expenses associated with the termination of the Lease.

ARTICLE 10 - ASSIGNMENT AND SUBLETTING

Section 10.1. **Limitation on Assignment and Subletting.** Lessee may not sell, assign, sublease, convey, or transfer all or any portion of Lessee's interest in this Lease and the leasehold estate created hereby, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. Any assignment, sublease, conveyance, or transfer of Lessee's interest in this Lease shall be subject to compliance with the provisions of this Lease. In the event of an assignment, sale, or transfer of all, or substantially all, of Lessee's interest in this Lease, any such assignee, buyer, or transferee shall be required to assume in writing all of the Lessee's obligations and shall be bound by all of the terms of this Lease.

ARTICLE 11 – INSURANCE AND INDEMNITY

Section 11.1. **Comprehensive Liability Insurance.** Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000) Dollars per occurrence and One Million and 00/100 (\$1,000,000) Dollars aggregate, with Two Million and 00/100 (\$2,000,000) Dollars umbrella coverage, by the terms of which Lessor and Lessee, and any holder of a mortgage on the Premises or Lessee's leasehold interest, are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor and Lessee, and any holder of a mortgage on the Premises. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. **Fire and Property Insurance.** Lessor shall, at its cost and expense and at all times during the Term, maintain in force a policy of insurance insuring the Premises and any improvements/infrastructure thereon against loss or damage by such perils as are covered under its policy with the South Carolina Insurance Reserve Fund.

Section 11.3. **Waiver of Subrogation.** Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Premises or in connection with any improvements/infrastructure on or activities conducted on the Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the

effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.4. Additional Insurance: Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Premises, due to fire, theft, or any other damages, including any acts of nature. Lessor will maintain coverage as indicated in Section 11.2, but Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.5. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, Council members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Premises and/or (ii) the occupancy, use, or construction upon and maintenance of the Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

Section 11.6. Insurance Requirements for Sublessees. Lessee shall require its sublessees to carry customary insurance required of lessees in similar properties and activities. Lessee shall require its sublessees to include Lessor and Lessee as additional insureds on their commercial general liability policies (or equivalent policies). Lessee shall obtain a waiver of subrogation endorsement in all policies in favor of Lessor and Lessee.

ARTICLE 12 - DAMAGE AND DESTRUCTION

Section 12.1. Damage to or Destruction of Project - Insurance. In the event the Premises is damaged or destroyed, in whole or in part, so as to make it unusable for the purposes intended, to the extent insurance is available and it is commercially reasonable to do so, Lessor agrees to rebuild the Premises in substantially the same form as it existed at the time of the damage or destruction, within one year from the date of damage or destruction.

ARTICLE 13 - DEFAULTS AND REMEDIES

Section 13.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Premises, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of one hundred and twenty (120) consecutive days. Such abandonment shall not include any time that the Premises are vacated due to a casualty.
- (b). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Premises to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.

- (c). **Default of Performance Under this Lease.** The failure of Lessee to observe or perform any of its material covenants, conditions, or agreements under this Lease; or the material breach of any warranties or representations of Lessee under this Lease.
- (d). **Insolvency; Bankruptcy.** An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing or other initial event.

Section 13.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 13.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which Lessor may resort cumulatively or in the alternative:

- (a). **Termination of Lease in its Entirety.** Lessor may, at Lessor's election, terminate this Lease upon thirty (30) days written notice to Lessee. Thereafter, all of Lessee's rights in the Premises and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease. Promptly upon any such termination, Lessee shall surrender and vacate the Premises and any other improvements/infrastructure located thereon, and Lessor may re-enter and take possession of the Premises and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee.
- (b). **Re-entry Without Termination.** Lessor may, at Lessor's election, re-enter the Premises and improvements/infrastructure located thereon, and without terminating this Lease, at any time, relet the Premises and improvements/infrastructure thereon, or any part(s) of them, for the account, and in the name of Lessee or otherwise, all upon rates and terms determined by Lessor, without hereby obligating Lessor to relet the Premises or make an effort to relet either or both of them in whole or in part, at any time. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements, and/or restorations which shall not operate or be construed to release Lessee from liability hereunder. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee written notice of termination.
- (c). **Lessee's Personal Property.** Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Premises after termination or expiration of this Lease without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.

(d). Appointment of Receiver. Lessor may, if Lessor elects to file suit to enforce this Lease and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the appointment of a receiver of the Premises and the improvements/infrastructure thereon.

Section 13.4. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 13.5. Lessee's Liability After Default. If Lessee shall default in the performance of any of its obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees (subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*), including appellate, bankruptcy, and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other provision of this Lease, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 13.6. Holdover. If Lessee remains in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a Lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Lessor's rights under this Section or this Lease.

ARTICLE 14 - SURRENDER AND REMOVAL

Section 14.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Premises and all improvements/infrastructure constructed located and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Premises prior to the expiration or effective date of termination of this Lease; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

Section 14.2. Lessee's Quitclaim. Upon the expiration of the Term, or any earlier termination of this Lease, Lessee agrees to execute, acknowledge, and deliver to Lessor, if requested by Lessor, a proper instrument in writing, releasing and quitclaiming to Lessor all right, title and interest of Lessee in and to the Premises and all improvements/infrastructure thereon.

ARTICLE 15 – GENERAL PROVISIONS

Section 15.1. **Conditions and Covenants.** All of the provisions of this Lease shall be deemed as running with the land, and construed to be “conditions” as well as “covenants” as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 15.2. **Survival.** All representations and warranties of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease for acts occurring prior to expiration or termination of this Lease.

Section 15.3. **No Waiver of Breach.** No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 15.4. **Unavoidable Delay - Force Majeure.** If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 15.5. **Notices.** Unless otherwise specifically provided in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR:	Oconee County 415 South Pine Street Walhalla, SC 29691 Attn: County Administrator	with a copy to: Oconee County 415 South Pine Street Walhalla, SC 29691 Attn: County Attorney
LESSEE:	Rosa Clark Medical Clinic 301 Memorial Drive Seneca, SC 29672 Attn: Chief Executive Officer	with a copy to:

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 15.6. **Gender.** The use herein of (1) any gender includes all others, and (2) the singular number includes the plural and vice-versa, whenever the context so requires.

Section 15.7. **Captions.** Captions in this Lease are inserted for convenience of reference only

and do not define, describe, or limit the scope or the intent of this Lease or any of the terms hereof.

Section 15.8. Waiver; Amendment. No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 15.9. Attorney's Fees. If either party retains an attorney to enforce or interpret this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation, bankruptcy proceedings and all appeals. This provision is subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*.

Section 15.10. Time. Time is of the essence of each obligation of each party hereunder.

Section 15.11. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 15.12. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 15.13. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge, and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 15.14. Severability. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided to the effect that this Lease is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations, or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 15.15. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 15.16. Estoppel Certificate. Either party shall execute, acknowledge, and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 15.17. Memorandum of Lease. Lessor and Lessee shall execute and acknowledge a memorandum of this Lease for the purpose of recordation. The memorandum of this Lease shall be in the form attached hereto as Exhibit "B" and incorporated herein by reference.

Section 15.18. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute, or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be

certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed and delivered as of the day and year first above written.

IN THE PRESENCE OF:

LESSOR:

THE COUNTY OF OCONEE, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

LESSEE:

ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

PREMISES (SEE ATTACHED)



EXHIBIT B

MEMORANDUM OF LEASE (SEE ATTACHED)



STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of the ____ day of _____ 2018, between **THE COUNTY OF OCONEE, SOUTH CAROLINA**, hereinafter referred to as "Lessor" and **THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC.**, hereinafter referred to as "Lessee."

1. Lessor and Lessee entered into a certain Lease Agreement, dated _____ (the "Lease Commencement Date").
2. The property demised under the Lease consists of certain land located in the County of Oconee, State of South Carolina, and more particularly described as located at 210 South Oak Street, Seneca, South Carolina, TMS: 520-33-08-008, as shown and designated on Exhibit "A," together with all improvements now or hereafter erected thereon.
3. The term of the Lease (the "Term") shall commence on the Lease Commencement Date. The last day of the Term shall be the day immediately preceding the twentieth (20th) anniversary of the Lease Commencement Date.
4. The Lease is on file at the offices of the County Administrator for the County of Oconee, South Carolina at 415 S. Pine Street Walhalla, South Carolina 29691.
5. All of the terms, conditions, provisions and covenants of the Lease are incorporated herein by reference as though set forth at length, and the Lease and this Memorandum of Lease shall be deemed to constitute a single document.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Lease to be executed and delivered effective as of the day and year first above written.

IN THE PRESENCE OF:

LESSOR:

THE COUNTY OF OCONEE, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

LESSEE:

THE ROSA CLARK MEDICAL CLINIC ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
(TO MEMORANDUM OF LEASE)

LEASE PREMISES

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 17, 2018
COUNCIL MEETING TIME: 6:00 p.m.**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2018-25 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LEASE AGREEMENT (EXTENDING THE TERM) BETWEEN OCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA, FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2018-25 will authorize the County Administrator to execute and deliver an amended and restated lease agreement between Oconee County as Lessor and Christ Central Ministries, Inc. / Christ Central Ministries Oconee as Lessee for a portion of the former Oconee County Detention Center located at 300 South Church Street, Walhalla, South Carolina. This is for the purpose of extending the lease term. The leased premises will be used as a community resource and solution center for the provision of transitional housing, emergency shelter, substance abuse recovery programs, resource and solution education, life skill/certification courses, among other similar and/or closely related activities, all for the general good of the public.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget.

Approved by : _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: / No

If yes, who is matching and how much:

Approved by : _____ Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2018-25.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2018-25

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LEASE AGREEMENT (EXTENDING THE TERM) BETWEEN OCONEE COUNTY AS LESSOR AND CHRIST CENTRAL MINISTRIES, INC. / CHRIST CENTRAL MINISTRIES OCONEE AS LESSEE FOR A PORTION OF THE FORMER OCONEE COUNTY DETENTION CENTER LOCATED AT 300 SOUTH CHURCH STREET, WALHALLA, SOUTH CAROLINA, FOR PURPOSES OF A COMMUNITY RESOURCE AND SOLUTION CENTER; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the "County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts; and,

WHEREAS, the County currently desires to execute and enter into an Amended and Restated Lease Agreement (the "Lease") with Christ Central Ministries, Inc. and Christ Central Ministries Oconee (collectively "Lessee") for a portion of the former Oconee County Detention Center located at 300 South Church Street, Walhalla, South Carolina (the "Premises"), whereby the Lease term will be extended; and,

WHEREAS, the Oconee County Council (the "Council") has reviewed the form of the Lease, attached hereto as Exhibit "A," and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and the Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto; and,

WHEREAS, Lessee endeavors to assess community needs and identify resources to address those needs in areas including, but not limited to, drug and alcohol recovery, poverty, homelessness, re-integration, and emergency assistance and accommodations; and,

WHEREAS, the County and the Oconee County Sheriff's Office have sought assistance in addressing the foregoing problems; and,

WHEREAS, the Premises are suitable for and will be used as a community resource and solution center for the provision of transitional housing, emergency shelter,

substance abuse recovery programs, resource and solution education, life skill/certification courses, among other similar and/or closely related activities, all for the general good of the public.

NOW THEREFORE, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Lease in substantially the same form as Exhibit "A," attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force and effect from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: July 17, 2018
Second Reading: _____
Third Reading: _____
Public Hearing: _____

STATE OF SOUTH CAROLINA) AMENDED AND RESTATED
) REAL PROPERTY LEASE AGREEMENT
COUNTY OF OCONEE)

THIS AMENDED AND RESTATED REAL PROPERTY LEASE AGREEMENT ("Lease") is made and entered into as of this ___ day of _____, 2018 (the "Effective Date") by and between OCONEE COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina ("Lessor"), and Christ Central Ministries, Inc., a 501(c)(3) nonprofit corporation ("CCM") along with Christ Central Ministries Oconee ("CCM Oconee") (collectively "Lessee"). CCM and CCM Oconee shall be jointly and severally obligated, bound, and otherwise responsible for the proper fulfillment of all terms of this Lease. This Lease amends and restates that certain other lease between Lessor and Lessee concerning the property described below by extending the term of said lease.

1. **Premises:** Lessor leases to Lessee the following described property ("Premises"), situated in the City of Walhalla, County of Oconee, State of South Carolina: A portion of the former Oconee County Detention Center, located at 300 South Church Street, Walhalla, South Carolina, as shown on the incorporated diagram attached hereto as Exhibit "A" and incorporated by reference.
2. **Consideration:** As outlined below, in return for Lessor providing use of the Premises and reasonable utilities, Lessee shall operate a community resource and solution center, to include transitional housing, emergency shelter, substance abuse recovery programs, resource and solution education, life skill/certification courses, among other similar and/or closely related activities, all for the general good of the public ("Permitted Uses"). In the event Lessor deems that Lessee is not carrying out its operations consistent with the Permitted Uses, there shall be a failure of consideration, constituting a default and allowing for immediate termination.
3. **Term and Certain Conditions:** The term of this Lease shall commence _____, 2018 and end _____, 2020 (the "Lease Term"). The Lease Term shall be automatically extended for successive one (1) year periods subject to the termination provisions below.
 - a. Lessee shall operate and maintain a community resource and solution center for the purposes of carrying out the Permitted Uses. The Premises shall be used for no other purposes.
 - b. Lessee shall plan and operate its program at the Premises so that it will not exclude any potential beneficiary of Lessee's services because of race, nationality, or religious convictions.
 - c. Lessee shall plan and operate its program at the Premises for the purpose of benefiting the public generally and not for the primary benefit of any private individual or individuals.

- d. As the needs of the community shall be given primary consideration in the planning of the Lessee's program at the Premises, the parties agree that joint staff meetings shall be held at reasonable intervals between representatives of the Lessor and the Lessee, to facilitate mutual cooperation and make possible regular reexamination of Lessee's use of the Premises. This paragraph does not restrict Lessor's access to the Premises.
 - e. Lessee shall have a staff person present at the premises whenever Lessee's program is in operation.
 - f. Lessee shall not allow "walk-in" patrons, loitering about the Premises, or any activity that would disrupt the quiet, peace, and/or enjoyment of the surrounding community.
 - g. Lessee's operations shall be conducted in strict compliance with the procedures and purposes of Lessee's program as delineated on Exhibit "B" attached hereto and incorporated herein, entitled "Hope and Future Resource and Solution Center."
 - h. Lessee shall keep a current and complete database, tracking all important information on all of its clients. Attached hereto as Exhibit "C" is a document titled "MissionTracker Features." Lessee shall use a database of similar quality and form, tracking the same information as outlined in Exhibit C.
 - i. Lessee shall permit no greater number of persons to occupy the Premises than is permitted by applicable code requirements.
 - j. If Lessee fails to abide by and conform to the terms of this Lease, with specific reference being made to the requirements of this Section 3, including all subparts and attachments, Lessor may immediately terminate this Lease, at its sole discretion.
4. **Redelivery of the Premises:** Lessee will at the expiration of the term, or upon any sooner termination, quit and deliver up the Premises to Lessor peacefully, quietly, and in good order and condition, with reasonable use and wear excepted.
5. **Utilities and Services Provided by Lessor:** Lessor shall furnish and supply for the Premises the following utilities: heat, water, gas, and electricity. Lessee's consumption of such utilities must remain within reasonable limits as determined by Lessor.
6. **Maintenance and Repairs Provided by Lessor:** Lessor shall not be responsible for any maintenance or repairs to the Premises. Yet, Lessor shall have the right, though not the obligation, to make any alterations or improvements to the Premises, so long as such do not unreasonably interfere with the operations of Lessee.
7. **Maintenance, Repairs, and Upkeep Provided by Lessee:**
- a. Lessee shall be responsible for all necessary repairs and maintenance to the exterior and interior of the Premises, including all structural, mechanical, electrical, plumbing, and building envelope components of the Premises, as made necessary by the activities of Lessee.

- b. Lessee shall keep the exterior and interior of the Premises in a clean and sanitary condition and shall be responsible for any abuse and destruction of property and equipment not due to ordinary wear and tear.
 - c. Lessee shall be solely responsible for ensuring that the Premises and Lessee's use thereof are in compliance with all building and municipal or other governmental or legal codes, regulations, and requirements.
- 8. **Improvements and Alterations**: Lessee shall not undertake to improve, alter, or change the exterior or interior of the Premises without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Premises shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Premises, and Lessee waives all claim for damages to or loss of any property belonging to the Lessee that may be left in or upon the Premises, or which is attached thereto and/or becomes a fixture.
- 9. **As Is Condition of the Premises**: Lessee represents and warrants that Lessee has conducted a thorough and diligent inspection and investigation of the Premises and the suitability of the Premises for Lessee's intended use. Lessee is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses. The Premises is presented to Lessee by Lessor without representation or warranty as to the condition of the Premises, and Lessee is accepting the Premises as is, with all faults.
- 10. **Accessibility**: Lessee shall be solely responsible for ensuring that the Premises is accessible as necessary and required for its purposes.
- 11. **Entry Upon Premises by Lessor**: Lessor shall have the right to enter upon the Premises at any reasonable hour for the purpose of making inspections.
- 12. **Eminent Domain**: If the whole or any substantial part of the Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as to the part taken from the day when the possession of that part shall be taken for any public purpose, and from that day Lessee shall have the right either to cancel this Lease or to continue in the possession of the remainder of the Premises under the term provided here. All damages awarded for this taking shall belong to and be the property of Lessor.
- 13. **Release, Hold Harmless, Assumption of Risk, and Indemnity**: Lessee, its employees, agents, and representatives, knowingly and freely assume all risks associated with its possession, use, and operation of the Premises, both known and unknown; Lessee assumes full responsibility for its activities in relation hereto, and shall indemnify and hold harmless Lessor, its Councilmembers, employees, officers, and representatives, from any and all claims for any damage, injury, accident, illness, loss, or other such claim incurred at or about the Premises, as brought forth or alleged by any person, including Lessee, its employees, agents, and representatives as relates to the activities of Lessee.

14. **Survival of Indemnities:** All representations, warranties, and indemnities of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease, subject to such limitations as imposed by South Carolina law.
15. **Unlawful, Hazardous, Offensive, and otherwise Impermissible Uses:** Lessee will make no unlawful or offensive use of the Premises. Lessee shall not use the Premises, or any part of it, for any use or purpose that is hazardous on account of materials, fire, activities, or otherwise, or for any use or purpose that is unlawful, that is a nuisance or that is offensive to other tenants or to occupants of other buildings in the vicinity. Lessee recognizes that the Lessor is a governmental entity and is required to comply with numerous laws related to its relationships with other entities and the use of its property, including constitutional requirements concerning church and state matters, for example, the First Amendment to the United States' Constitution's limitations respecting the establishment of religion. Lessee will comply with all applicable laws regarding church and state. Therefore, at no time shall Lessee conduct or cause to be conducted any religious services or promote religious discussions at the Premises for the sake of any specific religion. Nor shall Lessee require any of its service recipients, residents, contractors, subcontractors, employees, or volunteers to attend religious services or discussions, or distribute religious tracts, materials, or otherwise proselytize or promote religion at the Premises. At no time will anyone be restricted from attending, or required to attend, any study or assistance class because of individual religious or cultural beliefs.
16. **Findings Confidential:** All reports, information, data, records, or documents of any kind containing medical or healthcare related information about persons Lessee (or any subcontractor) is providing services for shall be maintained as required to comply with the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable laws.
17. **Equal Employment Opportunity and Nondiscrimination in Services:** In carrying out its operations, Lessee will not discriminate against any recipient, or potential recipient of services, or others based on creed, color, religion, ancestry, sex, national origin, or disability. Lessee will abide by all equal opportunity laws, and will post in conspicuous places notices as required by law related to nondiscrimination and equal opportunity.
18. **Compliance with Laws:** In performing its obligations hereunder, Lessee will comply with all applicable federal, state, and local laws and ordinances.
19. **No Partnership or Agency Relationship:** Nothing contained in this Lease is intended, or will be construed, to create a partnership, joint venture, or agency relationship between Lessor and Lessee.
20. **Sublease and Assignment:** Lessee shall not rent, sublet, or assign space in the Premises without the written consent of the Lessor.
21. **Termination:** In addition to the termination for cause provisions contained herein, this Lease may be terminated at any time by either party giving the other at least thirty (30) days' prior written notice of such termination.

22. Insurance:

- a. **Liability Insurance:** Lessee shall, at no cost to Lessor, at all times during the term of this Lease, maintain in force, for the joint benefit of Lessor and Lessee, a broad form general policy of liability insurance issued by a carrier satisfactory to Lessor and licensed to do business in the State of South Carolina, by the terms of which Lessor and Lessee are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Premises. Such insurance policy or policies shall be maintained on the minimum basis of \$1,000,000 per occurrence with respect to bodily injury, death, property damage, and personal injury. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. In addition, the deductible for such insurance shall not exceed \$10,000.00. A certificate(s) of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificate(s) and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days' prior to the renewal date of any such insurance policies during the term of this Lease. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor.
 - b. **Additional Insurance:** Lessor will not be responsible for any loss to personal property of Lessee, or Lessee's, guests, invitees, licensees, or other entering the Premises for activities related to this Lease, due to fire, theft, or any other damages, including any acts of nature. Lessor carries insurance on the structure of the subject building shown on Exhibit A. Lessee understands that such insurance does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.
- 23. Lessee's Duty to Restore Premises:** At any time during the term of this Lease if any part or the whole of the Premises, including any property located thereon, is damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, so long as related to activities of Lessee, this Lease shall continue in full force and effect, and Lessee, at its sole cost and expense, shall repair and restore the damaged or destroyed property. The work of repair and restoration shall be commenced by Lessee as soon as possible after the damage or destruction occurs, and shall be completed with due diligence, and in a manner suitable to Lessor.
- 24. Application of Insurance Proceeds:** Any and all fire or other insurance proceeds that become payable at any time during the lease term because of damage to or destruction of part or the whole of the Premises, including any property located thereon, shall be paid to Lessor and applied toward the cost of repairing and restoring the damaged or destroyed property.
- 25. Taxes:** Lessee shall be responsible for the payment of any taxes imposed on real or personal property situated at the Premises.

26. **Prohibition of Liens**: Lessee shall not suffer, create, or permit any mechanic's liens or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.
27. **Rights Reserved to Lessor**: Lessor reserves the following rights, exercisable without notice and without liability to Lessee without giving rise to any claim for setoff or abatement of rent or affecting any of Lessee's obligations under this lease:
- a. To install and maintain signs on the exterior and interior of the building. Lessee shall not, however, erect, install, operate or cause or permit to be erected, installed, or operated in or upon the Premises, any sign or other similar advertising device without first having obtained Lessor's written consent.
 - b. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the Premises occupied by the Lessee.
 - c. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion or threat, Lessor reserves the right to reasonably limit or prevent access to the Premises, or otherwise take such reasonable actions or preventive measures deemed necessary by Lessor for the safety of the occupants of the Premises or the protection of the Premises, including all property therein. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
28. **Waiver / Non-Waiver**: No failure by Lessor to insist upon the strict performance by Lessee of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.
29. **Severability**: If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this Lease shall not be affected.
30. **Time**: Time is of the essence as to each obligation contained herein.
31. **Notices**: Unless otherwise specifically provided for in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be written and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR: Oconee County
 Oconee County Administrator
 415 South Pine Street
 Walhalla, SC 29691

with a copy to:
Oconee County Attorney
415 South Pine Street
Walhalla, SC 29691

LESSEE: Christ Central Ministries, Inc.
1711 Pendleton St.
Columbia, SC 29201

Christ Central Ministries Oconee
112 West Main St.
Walhalla, SC 29691

32. **Amendments**: Any amendments to this Lease must be in writing, signed by duly authorized and empowered representatives of both Lessor and Lessee.
33. **Governing Law**: This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina.
34. **Dispute Resolution, Waiver of Trial by Jury**:
 - a. Any conflict, dispute, or grievance (collectively "Conflict") by and between Lessor and Lessee shall be submitted to mediation before initiating court proceedings. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Walhalla, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator, refusal to participate in the mediation process, or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.
 - b. LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING

OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES,
INCLUDING STATEMENTS (WHETHER ORAL OR WRITTEN) OR
ACTIONS OF ANY PERSONS.

35. **Acceptance of Terms:** This Lease is subject to and contingent upon final approval by
the Oconee County Council.

Witnesses:

Oconee County

By: _____

Its: _____

Witnesses:

Christ Central Ministries, Inc.

By: _____

Its: _____

Witnesses:

Christ Central Ministries Oconee

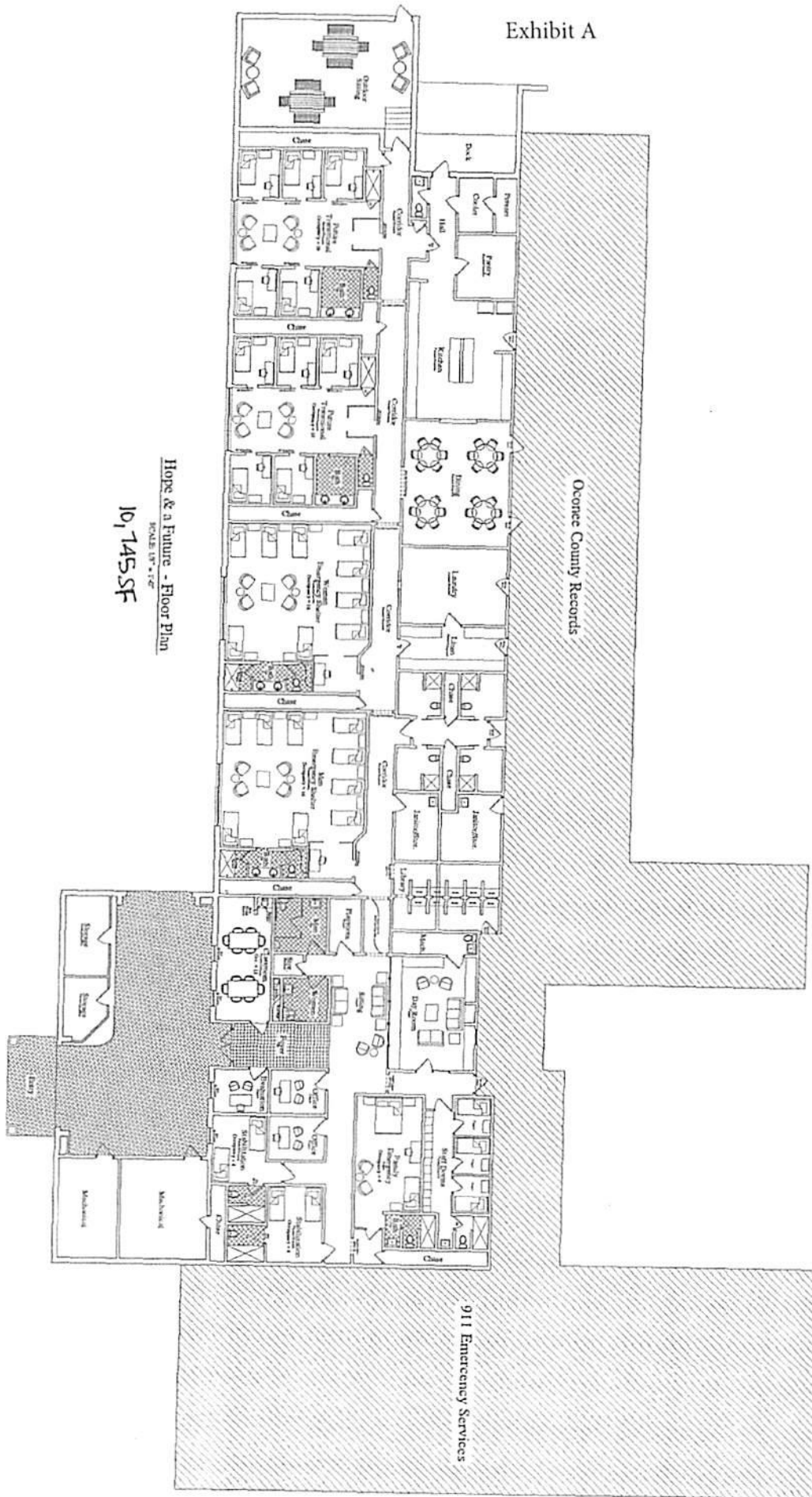
By: _____

Its: _____

“EXHIBIT A”

DESCRIPTION OF LEASE PREMISES

Exhibit A



Hope & a Future - Floor Plan
 SCALE: 1/8" = 1'-0"
 10,745 SF

Exhibit B



Hope and a Future Resource and Solution Center

Client Entry and Dismissal Procedure and Protocol

How can you access availability for someone you know?

Contact info: Ph#-864-873-7134 Website: ccmoconee.org

Emergency Shelter

- Client will fill out application form located at designated pick up and drop off point. Application must be filled out before entry on van and emergency shelter. Upon arrival at facility client will be assessed more thoroughly.
- Client can be picked up from three different locations in Oconee at 7 p.m.; Seneca, Westminster, Walhalla.
- Client will give any bags to driver to safely secure in back of van until arrival at facility.
- At facility van will enter through sally port entrance.
- Client will take personal belongings to drop off table where the belongings will be tagged with identification. Client's belonging will be put in assigned basket and put in storage room. Client will not be allowed to take personal belongings into facility.
- Client will be asked to empty all pockets and remove shoes for inspection. A metal detecting wand will be used to detect any metal on client before entry.
- When client enters facility they will be assessed and evaluated for any pressing needs. All clients will be given a resource guide. Client will then be given a toiletry bag and a bed number.
- Hot meal will be served at 8 p.m. for all clients in facility. Client will have time to shower before lights out.
- Lights will be cut off at 10 p.m., no exceptions.
- Lights turned on at 6 a.m. to begin day.
- Client will be given hot breakfast at 7 a.m.
- Client will be given back personal belongings as they begin to load back on designated van.
- Client will reload same van they entered shelter on night before and taken back and dropped off at same location they were picked up from. Client will not be able to stay in facility during day.
- No one is allowed to walk from facility. If client walks off from facility they will not be allowed to return.
- No one is allowed to walk up to facility and enter. Clients will only be allowed to enter by van, being picked up from pick up and drop off locations. Only Law Enforcement and Fire Department will have access afterhours.
- If there are any problems with clients, police will be called. Client will be escorted out by law enforcement.
- Clients who wish not to stay after arrival will be transported back to their pick up location. Clients will not be able to walk from facility at any point.
- There will be no smoking outside facility or in facility.

Transitional Housing

- Client for transitional housing will be assessed during interview process.
- Client that is coming from detention center will begin mandatory work before dismissal from detention center. If client has done all required work they will be allowed to come into transitioning.
- Client will be placed on stabilization for two months. During transitioning phase client will attend required classes daily.
- Client will not be allowed to leave facility or use phone while in stabilization period.
- Client will not be allowed to walk away from facility.
- If client does not follow procedure they will be asked to leave. At this time they will be transported to desired location away from facility. Client will not be able to leave facility on foot.
- If there are any problems with client they will be asked to gather belongings then taken to desired location. Client will not be allowed to come back to facility.

Ash Tree Recovery Program

- Client for stabilization/recovery housing will be assessed during interview process.
- Client that is coming from detention center will begin mandatory work before dismissal from detention center. If client has done all required work they will be allowed to come into stabilization/recovery.
- Client will be placed on stabilization for two months. During stabilization/recovery phase client will attend required classes daily.
- Client will not be allowed to leave facility or use phone while in stabilization period.
- Client will not be allowed to walk away from facility.
- If client does not follow procedure they will be asked to leave. At this time they will be transported to desired location. Client will not be able to leave facility on foot.
- If there are any problems with client they will be asked to gather belongings then taken to desired location. Client will not be allowed to come back to facility.

Resource and Solution Center

- Client will be evaluated through interview process.
- The client will be given correct information for needs they are facing.

Life Skill/Certification Classes

- Client will be evaluated through interview process.
- Client will be determined with a interview board if they are allowed to acquire life skill and certification classes.
- Clients will be referred to Hope and a Future by other agencies and organizations.
- All clients will be dropped off and picked up at existing Sally Port for classes.
- No client is allowed to walk away from facility. If client walks off they will not be allowed to return to classes.



MissionTracker Features

Data base used to keep record of all clients.

Color coded visual assessment tool
Workflow management system
Client calendar of events and registration
Education tracking & courseware building
Sexual offender API lookup

ResidentTracker

Record client profiles
Manage client calendars
Manage client case notes
Record client assessments and evaluations
Record long term clients or overnight guests
Integrated voucher system for clients
Client checkbook register and accounting
Report on 30+ metrics
Print client "id cards" with photo ID and barcode
Completely customizable

ResidentTracker

ResidentTracker is an online tool that allows your organization to easily track the people you help as a gospel mission. Effectively come alongside them to help manage and improve their educational gaps, financial shortfalls, medical needs, and relational wounds. Monitor visits, track vouchers, and run custom reports quickly, saving your valuable staff time that can then be used to build relationships and change lives. ResidentTracker can be easily integrated with your website and is completely web-based so you can access it from anywhere.

Features:

- Record client profiles
- Manage client calendars
- Manage client case notes
- Record client assessments and evaluations
- Record long term clients or overnight guests
- Integrated voucher system for clients
- Client checkbook register and accounting
- Report on 30+ metrics
- Print client "id cards" with photo ID and barcode
- Completely customizable

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 17, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

First Reading of Ordinance 2018-26 "AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING LAND DEVELOPMENT AND SUBDIVISION REGULATIONS, SPECIFICALLY IN RELATION TO CLARIFYING LANGUAGE RELATING TO MINIMUM LOT SIZES; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Ordinance 2018-26 stems from work performed by the Planning Commission to amend certain provisions of Chapter 32, Article 6 of the Oconee County Code of Ordinances, entitled *Land Development and Subdivision Regulations*, by revising language contained therein (highlighted on Attachment B) relating to minimum lot sizes, by deferring to the underlying zoning district, and other matters related thereto.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by: _____ **Grants**

ATTACHMENTS

Attachment A & B

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council take first reading of Ordinance 2018-26.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2018-26**

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING LAND DEVELOPMENT AND SUBDIVISION REGULATIONS, SPECIFICALLY IN RELATION TO CLARIFYING LANGUAGE RELATING TO MINIMUM LOT SIZES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 32 of the Code of Ordinances, specifically Article VI “Land Development and Subdivision Regulations” with specific reference being made to the clarification of language relating to minimum lot sizes; and,

WHEREAS, County Council has therefore determined to modify Article VI, Chapter 32 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Article VI of Chapter 32 of the Code of Ordinances, entitled *Land Development and Subdivision Regulations*, is hereby revised, rewritten, and amended to read as set forth in

Attachment A, which is attached hereto and incorporated herein by reference. Attached hereto as Attachment B is a version of Article VI of Chapter 32 showing the changes made to the existing ordinance; it is for illustrative purposes only, and shall not be codified.

2. County Council hereby declares and establishes its legislative intent that Attachment A become the applicable land use provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and Section 4-9-130 of the South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Article VI of Chapter 32, not amended hereby, directly or by implication, shall remain in full force and effect.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

First Reading: July 17, 2018
Second Reading: _____
Third Reading: _____
Public Hearing: _____

ATTACHMENT A

Sec. 32-214. - Lot improvements.

- (a) Lot arrangements. All lots shall be arranged such that there will be no apparent difficulties in securing driveway encroachment permits or building permits for reasons of topography or other conditions and must have driveway access from an approved road. The developer shall be liable for all lots within a proposed subdivision.
- (b) Lot dimensions. Except where circumstances such as topography, watercourses, road alignment or existing site boundary configurations dictate otherwise, the following requirements shall apply:
 - (1) Dimensions of corner lots shall be large enough to allow for the erection of buildings observing the minimum yard setbacks from both streets, without encroaching into side and rear yard setbacks, established in the building line section of this chapter.
 - (2) Depth and width of properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for off-street parking and loading facilities required for that type of development, without encroaching into yard setbacks.
- (c) Lot size. Minimum lot size shall be determined by the underlying zoning district located in Chapter 38. All required setbacks shall be met regardless of lot size. No part of a septic system shall be located within any road right-of-way. Creation of lots that primary uses cannot be built upon due to dimensional setbacks, buffers, easements and/or lot size must be accompanied by the following language on the plat(s) to be recorded with the Register of Deeds: *Lot(s) ___, depicted on this plat may not be eligible for connection to a sanitary sewer or septic system tank approval, building permits, certificates of occupancy or any other development permit until it has been combined with another tract in a manner that creates a conforming tract in accordance with the Oconee County Code of Ordinances.*
- (d) Building lines. (See section 38-10.2 for all setback requirements in the control free district of the county.)
- (e) (Reserved.)
- (f) Usable area. All lots adjacent to floodplains, creeks, and wetlands should use these natural features as lot boundaries when possible. Lots containing areas unsuitable for usage shall not use these areas in calculating minimum lot area.
- (g) Septic system setback.
 - (1) Traditional septic systems shall be constructed so that they comply with all regulations of the South Carolina Department of Health and Environmental Control (DHEC).
 - (2) The applicant shall provide the planning director a copy of all South Carolina Department of Health and Environmental Control (DHEC) permit drawings and an approved DHEC permit application for the proposed septic systems utilized within the development.

- (3) The developer must demonstrate to the planning director that the proposed development will not adversely affect the present water table and the existing water supplies; and also demonstrate that the proposed water supply system will not be adversely affected by existing septic systems.
- (h) Lot drainage. Lots shall be laid out so as to provide positive drainage away from all buildings, and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to prevent concentration of storm water from each lot to any adjacent property. Drainage systems used to control water on one property shall not increase the water flow on adjacent properties without legal easements.
 - (i) Lakes and streams. If a tract being subdivided contains a water body, or portion thereof, the ownership of and the responsibility for safe and environmentally compliant maintenance of the water body is to be placed so that it will not become a local government responsibility. The minimum area of a lot required under this article may not be satisfied by land that is under water. Where a watercourse other than storm drainage separates the lot's buildable area from the road providing access, an engineer's certified structure shall be provided linking the buildable area to the road. All watercourses shall remain free of obstructions and degradations.
 - (j) Easements. Easements having a minimum width of ten feet and located along the side or rear lot lines shall be provided as required for utilities and drainage.
 - (k) Entrances. One entrance is required for every 100 lots in a proposed subdivision, or a maximum of 100 lots on a dead end road with a cul-de-sac. This requirement may be waived by the planning director due to topography and feasibility. Every effort shall be made to not have an entrance directly onto an arterial road.
 - (l) (Reserved.)

(Ord. No. 2008-20, Art. 4(4.1—4.12), 12-16-2008; Ord. No. 2015-15, § 1(Att. A), 6-2-2015)

ATTACHMENT B

Sec. 32-214. - Lot improvements.

- (a) Lot arrangements. All lots shall be arranged such that there will be no apparent difficulties in securing driveway encroachment permits or building permits for reasons of topography or other conditions and must have driveway access from an approved road. The developer shall be liable for all lots within a proposed subdivision.
- (b) Lot dimensions. Except where circumstances such as topography, watercourses, road alignment or existing site boundary configurations dictate otherwise, the following requirements shall apply:
 - (1) Dimensions of corner lots shall be large enough to allow for the erection of buildings observing the minimum yard setbacks from both streets, without encroaching into side and rear yard setbacks, established in the building line section of this chapter.
 - (2) Depth and width of properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for off-street parking and loading facilities required for that type of development, without encroaching into yard setbacks.
- (c) Lot Size: ~~Minimum lot size shall be .57 acres (approximately 25,000 square feet) with traditional onsite septic tanks served by public water, unless DHEC requires greater area or dimensions.~~ Minimum lot size shall be determined by the underlying zoning district located in Chapter 38. All required setbacks shall be met regardless of lot size. No part of a septic system shall be located within any road right-of-way. Creation of lots that primary uses cannot be built upon due to dimensional setbacks, buffers, easements and/or lot size must be accompanied by the following language on the plat(s) to be recorded with the Register of Deeds: *Lot(s) ___, depicted on this plat may not be eligible for connection to a sanitary sewer or septic system tank approval, building permits, certificates of occupancy or any other development permit until it has been combined with another tract in a manner that creates a conforming tract in accordance with the Oconee County Code of Ordinances.*
- (d) Building lines. (See section 38-10.2 for all setback requirements in the control free district of the county.)
- (e) (Reserved.)
- (f) Usable area. All lots adjacent to floodplains, creeks, and wetlands should use these natural features as lot boundaries when possible. Lots containing areas unsuitable for usage shall not use these areas in calculating minimum lot area.
- (g) Septic system setback.
 - (1) Traditional septic systems shall be constructed so that they comply with all regulations of the South Carolina Department of Health and Environmental Control (DHEC).
 - (2) The applicant shall provide the planning director a copy of all South Carolina Department of Health and Environmental Control (DHEC) permit drawings and an approved DHEC permit application for the proposed septic systems utilized within the development.

- (3) The developer must demonstrate to the planning director that the proposed development will not adversely affect the present water table and the existing water supplies; and also demonstrate that the proposed water supply system will not be adversely affected by existing septic systems.
- (h) **Lot drainage.** Lots shall be laid out so as to provide positive drainage away from all buildings, and individual lot drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to prevent concentration of storm water from each lot to any adjacent property. Drainage systems used to control water on one property shall not increase the water flow on adjacent properties without legal easements.
 - (i) **Lakes and streams.** If a tract being subdivided contains a water body, or portion thereof, the ownership of and the responsibility for safe and environmentally compliant maintenance of the water body is to be placed so that it will not become a local government responsibility. The minimum area of a lot required under this article may not be satisfied by land that is under water. Where a watercourse other than storm drainage separates the lot's buildable area from the road providing access, an engineer's certified structure shall be provided linking the buildable area to the road. All watercourses shall remain free of obstructions and degradations.
 - (j) **Easements.** Easements having a minimum width of ten feet and located along the side or rear lot lines shall be provided as required for utilities and drainage.
 - (k) **Entrances.** One entrance is required for every 100 lots in a proposed subdivision, or a maximum of 100 lots on a dead end road with a cul-de-sac. This requirement may be waived by the planning director due to topography and feasibility. Every effort shall be made to not have an entrance directly onto an arterial road.
 - (l) **(Reserved.)**

(Ord. No. 2008-20, Art. 4(4.1—4.12), 12-16-2008; Ord. No. 2015-15, § 1(Att. A), 6-2-2015)

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: July 17, 2018
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE [Brief Statement]:

Resolution 2018-10 "A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED IN OCONEE COUNTY, SOUTH CAROLINA, FOR USE BY THE OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT, AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Resolution 2018-10 will authorize the County Administrator to do all things necessary and proper to complete the purchase of a lot comprised of approximately 0.57 acres of unimproved land located in the Avondale Subdivision, Seneca, South Carolina, and known as Lot 61, TMS: 207-03-01-007 (the "Property"). The purchase price shall not exceed Four Thousand and 00/100 (\$4,000.00) Dollars. The purpose of this acquisition is to allow the Oconee County Roads and Bridges Department to install and maintain an emergency access road between Arrowood Circle (WA-124) and Redland Ranch Road (WA-69), using Woodmarsh Lane (P-1510). The emergency access road will allow the Department to replace a failing culvert (the "Project") by closing Avondale Road at the Project site and using the emergency access road to serve approximately twenty-four (24) homes during construction of the Project. After completion of the Project, the emergency access road will be gated and opened for emergencies or maintenance projects in the future.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ **Finance**

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by: _____ **Grants**

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve Resolution 2018-10.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2018-10

A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED IN OCONEE COUNTY, SOUTH CAROLINA, FOR USE BY THE OCONEE COUNTY ROADS AND BRIDGES DEPARTMENT, AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council, approves the purchase of a lot comprised of approximately 0.57 acres of unimproved land located in the Avondale Subdivision, Seneca, South Carolina, and known as Lot 61, TMS: 207-03-01-007 (the “Property”). *See Exhibit A attached hereto.* The purchase price shall not exceed Four Thousand and 00/100 (\$4,000.00) Dollars. The purpose of this acquisition is to allow the Oconee County Roads and Bridges Department to install and maintain an emergency access road between Arrowood Circle (WA-124) and Redland Ranch Road (WA-69), using Woodmarsh Lane (P-1510). The emergency access road will allow the Department to replace a failing culvert (the “Project”) by closing Avondale Road at the Project site and using the emergency access road to serve approximately twenty-four (24) homes during construction of the Project. After completion of the Project, the emergency access road will be gated and opened for emergencies or maintenance projects in the future; and,

WHEREAS, funding for the Project, including the purchase of the Property, has been allocated in the County’s budget for Fiscal Year 2018-2019; and,

WHEREAS, for the foregoing reasons, Oconee County Council desires to purchase the Property for the benefit of the Project, the citizens of the County, and other uses of the County.

NOW, THEREFORE, it is hereby resolved by Oconee County Council, in meeting duly assembled, that:

1. The Oconee County Administrator is hereby authorized to complete the purchase of the Property, in fee simple, absolute, with good and marketable title, for a purchase price not to exceed Four Thousand and 00/100 (\$4,000.00) Dollars, plus ordinary and reasonable closing costs customary to such a transaction. The County Administrator is also authorized and directed to further investigate the Property and the proposed use, to exercise any other due diligence he deems necessary, and to undertake such other lawful actions, consistent herewith, as may be necessary and appropriate to obtain good and marketable title to the Property for the County.

2. Should any portion of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

3. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

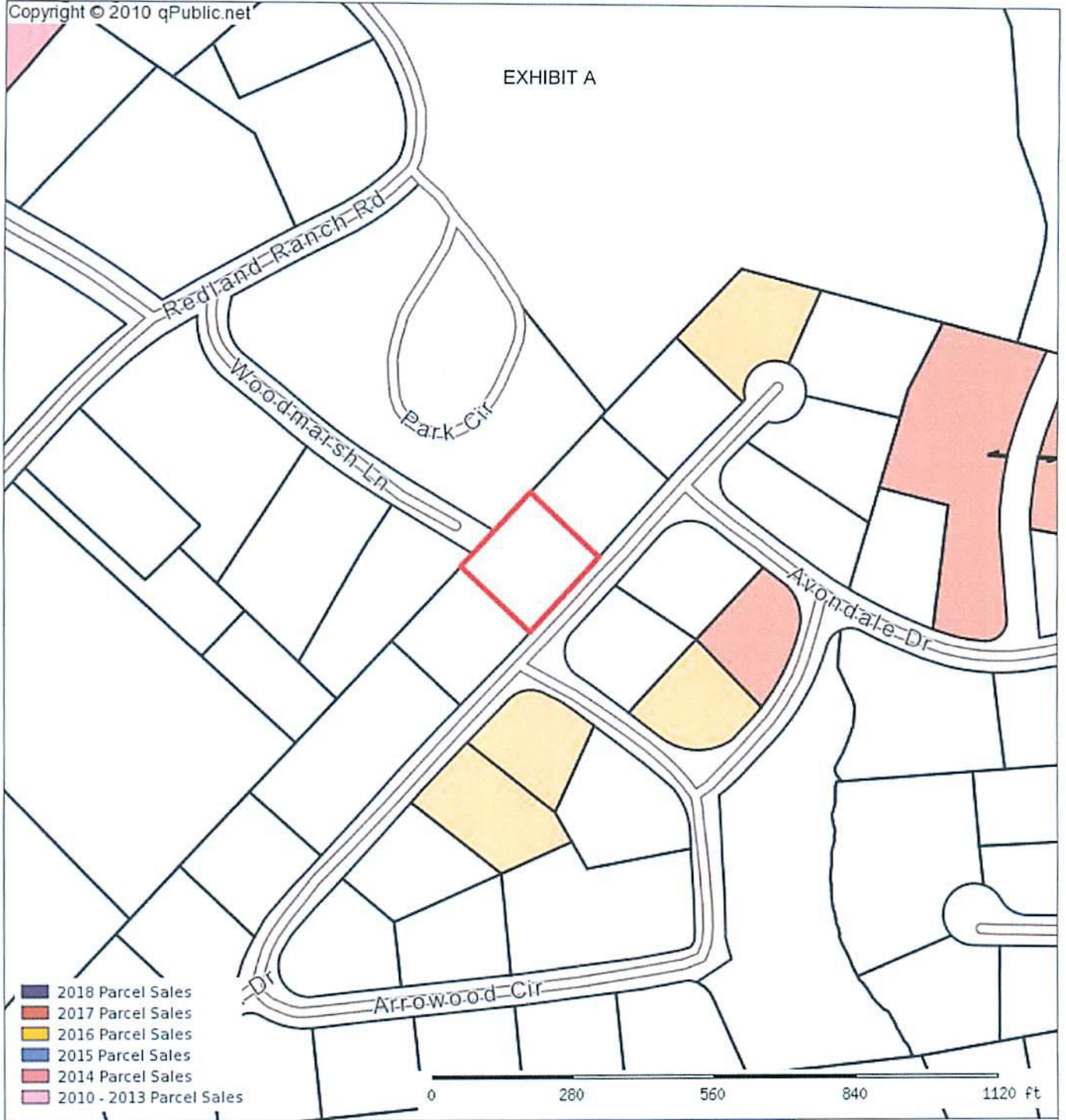
APPROVED AND ADOPTED this 17th day of July, 2018.

ATTEST:

Katie D. Smith
Clerk to Oconee County Council

Edda Cammick
Chair, Oconee County Council

EXHIBIT A



- 2018 Parcel Sales
- 2017 Parcel Sales
- 2016 Parcel Sales
- 2015 Parcel Sales
- 2014 Parcel Sales
- 2010 - 2013 Parcel Sales

0 280 560 840 1120 ft

Oconee County Assessor			
Parcel: 207-03-01-007 Acres: 0.57			
Name:		Land Value:	8970
Site:	206 ARROWOOD CIR	Improvement Value:	0
Sale:	\$0 on 2010-08-17 Reason=3 Qual=U	Accessory Value:	0
	1098 JODY DR	Total Value:	8970
Mail:	SENECA, SC 29678		



Oconee County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The maps on this site are not surveys. The assessment information is from the last certified taxroll. All data is subject to change before the next certified tax roll.
 Date printed: 06/29/18 : 10:18:34

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 17, 2018

ITEM TITLE:

Title: Case Excavator

Department: Quarry

Amount: \$588,400.02

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2018-2019 budget process.

Finance Approval: Sadale Price

Budget: \$750,219.00

Project Cost: \$588,400.02

Balance: \$161,818.98

BACKGROUND DESCRIPTION:

This Excavator is a Case CX750D RTC. It will be used in the pit to feed the mobile jaw crusher, load haul trucks, and in all phases of overburden stripping. After researching excavators with a minimum operating weight of 150,000 lbs., it was determined that the CASE CX750D RTC with a 72" Euro Style severe duty bucket, best met the needs of the quarry. There were no excavators of this size on State Contract, so the County is utilizing the North Carolina Sheriffs' Association contract through a cooperative purchasing agreement. The contract discount is 6% off the list price of the equipment. Hills Machinery is offering a "dealer discretionary discount" of an additional \$245,878.82 off the contract price for the excavator and the 72" bucket.

SPECIAL CONSIDERATIONS OR CONCERNS:

At the December 19, 2017, Council meeting, Ordinance 2017-29 was approved by Council. This ordinance approved an "Acquisition Agreement" not to exceed \$6,552,500.00 for the purchase of this excavator along with the mobile mine duty crushing plant equipment. The remaining balance after the purchase of the plant is \$750,219.00.

ATTACHMENT(S):

1. Quote from Hills Machinery
2. Pricing Spreadsheet
3. Contract Discount & Award page from NC Sheriff's Association Contract

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of the Case Excavator from Hills Machinery Company of Columbia, SC, in the amount of \$588,400.02.

Submitted or Prepared By: Robyn Courtyght
Robyn Courtyght, Procurement Director

Approved for Submittal to Council: D. Richard Martin
D. Richard Martin, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



Sales Order

Hills Columbia

1014 Atlas Way
Columbia, SC 29209
888-830-5939

General Information

Sales Representative Robbie Evin		Order Date 6/25/2018	Cust. PO #	
Purchasers Full Name Oconee County Rock Quarry		Account #		
Purchasers Address 686 Rock Crusher Rd		City Walhalla	State SC	ZIP 29691
Email Address		Business Phone		Fax

Purchase Equipment

Qty. New	Qty. Used	Qty. Demo	Make, Model, Description	Serial # or Attachment	Cash Price Each Item
1			2018 Case CX750D RTG ME Excavator Description Contract 19-03-0504 Base Price \$827,271.00 Contract Discount \$777,634.74 LINKAGE WITHOUT HOOK Standard Equipment SUN VISOR Standard Equipment FRONT STONE GUARD (OPGLT) \$1,973.00 \$1,854.02 POPS TOP CAB GUARD \$1,080.00 \$1,023.96 STANDARD WORKING LIGHTS Standard Equipment HALOGEN WORKING LIGHTS Standard Equipment RADIO Standard Equipment AIR SUSP. HEATED & TILT SEAT Standard Equipment MASS EX. ARM Standard Equipment MASS EXCAVATION ROOM (8.58 M) Standard Equipment DOUBLE TRACK CHAIN GUIDE Standard Equipment ENGLISH LITERATURE Standard Equipment 35 4" (900 MM) STEEL SHOES Standard Equipment 3 YEARS ADV SUB Standard Equipment CASE SITEWATCH TELEMATICS Standard Equipment ENGINE OIL AND HYDRAULIC OIL Standard Equipment FREE SWING Standard Equipment SIDE VIEW CAMERA \$694.00 \$652.36 TRAVEL ALARM Standard Equipment REAR VIEW CAMERA Standard Equipment CONTROL PATTERN SELECTOR VALVE Standard Equipment Total List Price \$831,027.00 \$781,165.38 Hills Machinery Company Discretionary Discount \$240,850.04 Total Quoted Machine Price \$540,315.34 T2 Euro Style Severe Duty Bucket (5 yd Heaped Capacity) \$57,111.25 \$53,113.46 Hills Machinery Company Discretionary Discount \$5,219.78 Total Attachment Price \$48,293.68 Priced in accordance with North Carolina Sheriff's Association Heavy Equipment Procurement Program / Bid Number 19-03-0504 Hills Machinery Company, F.E.I.N. 26.0671902 / SC Vendor Number 7000154800 *Applicable taxes not included	Factory Ordered/TB +	\$ 588,400.02
Subtotal					\$ 588,400.02

Trade-In Equipment

Year	Make, Model, Serial #	Trade Allowance

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrances, and security interests except to the extent shown below

This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Hills Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.

I. Trade Allowance \$ 0.00

II. Less Amount Owed
To _____ \$ _____

III. Net Trade Allowance (I-II) \$ 0.00

IV. OTHER (Specify) \$ _____

V. Trade Down Payment \$ 0.00

Subtotal \$ 588,400.02

Transportation Fees \$ _____
Enter _____ % Sales Tax
OR Flat Sales Tax (SC) \$ 0.00

Total Taxes \$ 0.00

TOTAL PRICE \$ 588,400.02

Cash Down Payment \$ _____
Trade Down Payment \$ 0.00
Total Down Payment \$ 0.00

Cash Due on Delivery \$ 588,400.02

Warranty on Equipment

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

NEW CASE PRODUCT WARRANTY or qualified new Case warranty.
If qualified, the period is 36 months.

WARRANTIES PROVIDED BY THE SELLER ON NEW PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

NEW - Other manufacturer's warranty

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATION OR WARRANTIES, unless otherwise specified in writing below.

3YR/3000HR FACTORY MACHINE WARRANTY
3YR/3000HR TELEMATICS
3YR/3000HR PRO CARE SERVICE PLAN

Notice To Purchaser

1. Caution. Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised.
2. You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.
3. General Manager signature required for final acceptance of Purchase Order.

ACCEPTED BY _____
GENERAL MANAGER DATE _____

PURCHASER'S SIGNATURE _____
DATE _____

ADDITIONAL TERMS AND CONDITIONS

(Referred to on the Reverse Side Hereof)

1. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
2. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
3. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
4. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear. The Property is held by Purchaser at his risk and expense with no abatement in his obligation on account of loss or damage.
5. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
6. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or condonation of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
7. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
8. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
9. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
10. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

HILLS MACHINERY PRICING FOR EXCAVATOR

Description	List Price	Contract Discount Percentage	Discount Amount	Total Price
2018 Case CX7500 RTC ME Excavator - includes the following STANDARD equipment:	\$827,271.00	6%	\$49,636.26	\$777,634.74
Linkage Without Hook				
Sun Visor				
Standard Working Lights				
Halogen Working Lights				
Radio				
Air Suspension Heated & Tilt Seat				
Mass Ex Arm				
Mass Excavation Boom (6.58M)				
Double Track Chain Guide				
English Literature				
35 4" (900MM) Steel Shoes				
3 Years Adv Sub				
Case Sitewatch Telematics				
Engine Oil and Hydraulic Oil				
Free Swing				
Travel Alarm				
Rear View Camera				
Control Pattern Selector Valve				
Attachments:				
Front Stone Guard (OPGL1)	\$1,973.00	6%	\$118.38	\$1,854.62
Fops Top Cab Guard	\$1,089.00	6%	\$65.34	\$1,023.66
Side View Camera	\$694.00	6%	\$41.64	\$652.36
TOTAL LIST PRICE	\$831,027.00	6%	\$49,861.62	\$781,165.38
HILLS MACHINERY COMPANY DISCRETIONARY DISCOUNT				-\$240,859.04
TOTAL QUOTED MACHINE PRICE				\$540,306.34
72" Euro Style Severe Duty Bucket (5 yd Heaped Capacity)	\$57,111.25	7%	\$3,997.79	\$53,113.46
HILLS MACHINERY COMPANY DISCRETIONARY DISCOUNT				-\$5,019.78
TOTAL PRICE FOR BUCKET ATTACHMENT				\$48,093.68
TOTAL PRICE FOR EXCAVATOR WITH 72" BUCKET				\$588,400.02



**North Carolina Sheriffs' Association
Heavy Equipment Procurement
Program Bid**

Attachments: Items that increase or add to the performance of the equipment. For example, side mower or hook lift.

Accessories: Items added to the piece of equipment which provide comfort or value, not relating to the performance or functionality of the equipment. For example, air conditioner or seat material.

Lot 4

Excavator

Vendor	Brand/Model	List Price of Base Unit	% Discount (Off Manufacturer's List Price)	% Discount - Attachments	% Discount - Accessories
Hills Machinery Company	Case CX130D	\$197,390.00	6%	7%	6%
Hills Machinery Company	Case CX145D	\$191,345.00	6%	7%	6%
Hills Machinery Company	Case CX160D	\$220,685.00	6%	7%	6%
Hills Machinery Company	Case CX210D	\$254,959.00	6%	7%	6%
Hills Machinery Company	Case CX245D	\$299,754.00	6%	7%	6%
Hills Machinery Company	Case CX250D	\$330,623.00	6%	7%	6%
Hills Machinery Company	Case CX290D MH	\$488,723.00	6%	7%	6%
Hills Machinery Company	Case CX290D Scrap	\$486,409.00	6%	7%	6%
Hills Machinery Company	Case CX300D	\$389,298.00	6%	7%	6%
Hills Machinery Company	Case CX350D	\$432,319.00	6%	7%	6%
Hills Machinery Company	Case CX490D	\$614,300.00	6%	7%	6%
Hills Machinery Company	Case CX500D	\$625,505.00	6%	7%	6%
Hills Machinery Company	Case CX700B	\$798,376.00	6%	7%	6%
Hills Machinery Company	Case CX750D RTC	\$827,271.00	6%	7%	6%
Hills Machinery Company	Case CX800B	\$1,100,782.00	6%	7%	6%


**North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
Price Sheet Award Agreement**

**Heavy Equipment Procurement Program
Bid 19-03-0504**

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its statewide competitive award for heavy equipment effective May 18, 2018.

Congratulations, your dealership has been included on the association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your dealership's bid for Solicitation Number 19-03-0504, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.



Signature of Authorized Representative

James F. Hecklin

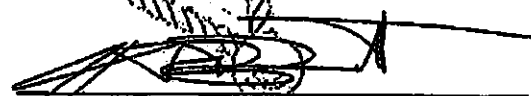
Printed Name of Authorized Representative

Hills Machinery Company

Contractor/Dealership Name (Please Print)

5/30/2018

Date



Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

May 18, 2018

Date

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: July 17, 2018

ITEM TITLE:

Title: Engineering Services for Groundwater Sampling & Reporting

Department: Solid Waste

Amount: \$58,818.00

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2018-2019 budget process.

Finance Approval: Doctate Price

Professional – Remaining Budget: \$ 220,000.00

Project: 16,318.00

Balance: \$ 203,682.00

Testing Wells – Remaining Budget: \$ 70,000.00

Project: 42,500.00

Balance: \$ 27,500.00

BACKGROUND DESCRIPTION:

At the January 17, 2017 Council meeting, Council approved the award of RFP 16-09 to Smith Gardner, Inc., for Engineering Services for Solid Waste. The Solid Waste department wishes to contract with Smith Gardner to provide engineering services for groundwater and stream water sampling and monitoring at the Seneca and Five Forks landfills; and the required analysis and submission of reports to SCDHEC. At the September 19, 2017 Council meeting, Council approved these same services to Smith Gardner in the amount of \$55,357, for the previous fiscal year, as these services are required annually by SCDHEC. The increase in price for this year is due to the addition of one new well at the Seneca landfill and two new wells at Five Forks landfill.

ATTACHMENT(S):

1. Smith Gardner proposal dated June 26, 2018

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the total award of \$58,818.00 to Smith Gardner, Inc., of Raleigh, NC for engineering services for groundwater monitoring and reporting.

Submitted or Prepared By: Robyn Courtright
Robyn Courtright, Procurement Director

Approved for Submittal to Council: D. Richard Martin
D. Richard Martin, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

June 26, 2018

Mr. Swain Still
Solid Waste Director
Oconee County
P.O. Box 1766
Seneca, South Carolina 29679

**RE: Proposal for Groundwater Monitoring
2018-2019 Fiscal Year
Oconee County, Seneca and Five Forks Landfills**

Dear Mr. Still:

Smith Gardner, Inc. (S+G) is pleased to submit this proposal for environmental monitoring services at the above referenced sites. Specifically, this proposal is for the completion of groundwater monitoring at the Seneca and Five Forks landfill facilities located in Oconee County, South Carolina.

S+G has provided the following scope of services, budget, and schedule for completion of the monitoring services at both landfills during the 2018-2019 fiscal year. The rates approved in the February 8, 2017 Professional Services Agreement between Oconee County and S+G have been used to prepare this budget.

SCOPE OF SERVICES

The following tasks are proposed for completion of this project.

Task 1: Groundwater Sampling – Seneca Landfill

S+G will mobilize to the Seneca Landfill on a semiannual schedule (2 sampling events) to collect groundwater samples from 25 wells per event. Additionally, surface water samples will be collected from three (3) stream locations per sampling event. The wells will be purged utilizing disposable polyethylene bailers or a variable speed, submersible pump. Field parameters including pH, conductivity, temperature, and turbidity will be collected during purging. It is anticipated that field activities can be completed in five (5) days per sampling event.

Following collection, the surface water and groundwater samples will be submitted to a South Carolina Department of Health and Environmental Control (DHEC) certified laboratory for analysis in accordance with the following table.

Well No.	VOCs (8260B)	Metals (6010)	Mercury	Parameter	
				EDB/BCP (8011)	Sulfate/Nitrate/Dissolved Iron/Chloride/Methane/Ethane/Ethene
MW-1*	X	X		X	X
MW-2	X	X		X	X
MW-3R*	X	X		X	X
MW-3D*	X	X		X	X
MW-3D2*	X				X
MW-3D3*	X				X
MW-45	X	X	X	X	X
MW-55	X	X		X	
MW-5D	X				
MW-65*	X	X		X	X
MW-6D*	X				X
MW-6D2*	X				X
MW-7D	X	X		X	X
MW-8D	X	X		X	
MW-11	X	X		X	
MW-12	X	X	X	X	X
MW-13	X	X	X	X	X
MW-16	X				X
MW-16D*	X				X
MW-16D2*	X				X
MW-17*	X	X		X	
MW-18*	X				
MW-19R*	X				
MW-20*	X			X	X
MW-21*	X	X		X	X
Upstream	X				
Midstream	X				
Downstream	X				

VOCs = Volatile Organic Compounds
 EDB = 1,2-Dibromoethane
 DBCP = 1,2-Dibromo-3-chloropropane
 * = Corrective Action Monitoring Program Well

It should be noted that due to the groundwater remediation pilot study that is being implemented at the Seneca Closed Class 3 landfill, additional monitoring wells and sampling requirements have been included in the 2018-2019 sampling program. This includes the addition of monitoring well MW-21 and stream sample titled "Midstream". Also, laboratory analysis of remediation parameters such as sulfate, nitrate, dissolved iron, chloride and methane have been added to some of the existing wells at the Seneca site. Therefore, the additional field time to conduct the sampling as well as the additional laboratory analytical cost has been added to the proposed cost outlined in the budget section of this proposal.

Task 2: Groundwater Sampling – Five Forks Landfill

S+G will mobilize to the Five Forks Landfill on a semiannual schedule (2 sampling events) to collect groundwater samples from 11 wells and four (4) surface water points per event. The wells will be purged utilizing disposable polyethylene bailers and field parameters including pH, conductivity, temperature, and turbidity will be collected during purging. It is anticipated that the field activities can be completed in three (3) days per sampling event.

Following collection, the groundwater samples will be submitted to a DHEC-certified laboratory for analysis in accordance with the following table.

Well No.	Parameter		
	VOCs (8260B)	Metals (6010)	Sulfate/Nitrate/ Chloride/Methane/Ethane/Ethene
MW-4	X	X	X
MW-5	X	X	X
MW-6	X	X	X
MW-6D	X	X	X
MW-7S	X	X	X
MW-8D	X	X	X
MW-9S	X	X	X
MW-10D	X	X	X
MW-11D	X	X	X
MW-12	X	X	X
MW-13	X	X	X
SW-1	X		
SW-2	X		
SW-3	X		
SW-4	X		

VOCs = Volatile Organic Compounds

It should be noted that two (2) additional monitoring wells were recently installed at the Five Forks site as part of the remedial action that is currently being implemented. Therefore, the additional field time to conduct the sampling as well as the additional laboratory analytical cost has been added to the proposed cost outlined in the budget section of this proposal.

Task 3: Report Preparation - Seneca Landfill

A semiannual and annual report will be prepared for the Seneca Landfill facility documenting the activities completed. Additionally, the results of the laboratory analyses will be discussed in the reports along with statistical analyses (annual report) and a review of progress regarding the remedial effort at the site. Groundwater elevation contour maps will

also be included to document the direction of groundwater flow. Finally, landfill gas monitoring results will be discussed in the report.

Task 4: Report Preparation – Five Forks Landfill

A semiannual and annual report will be prepared for the Five Forks Landfill facility documenting the activities completed. Additionally, the results of the laboratory analyses will be discussed in the reports along with statistical analyses (annual report) and a review of progress regarding the remedial effort at the site. Groundwater elevation contour maps will also be included to document the direction of groundwater flow. Finally, landfill gas monitoring results will be discussed in the report.

BUDGET

Services will be billed according to S+G’s Standard Fee Schedule (previously submitted) on a not-to-exceed basis. The following table provides estimated budgets for each task:

Task	Description	S+G Labor Costs	Anticipated Hours	Laboratory Costs & Expenses*	Field Services Subtotal	Professional Services Subtotal	
1	Groundwater Sampling- Seneca Landfill	\$10,713.00	110 hrs. – Ransom 6.5 hrs. – Anderson	\$16,505.00	\$27,218.00	\$0.00	
2	Groundwater Sampling- Five Forks Landfill	\$5,018.00	50 hrs. – Ransom 4 hrs. – Anderson	\$10,264.00	\$15,282.00	\$0.00	
3	Report Preparation- Seneca Landfill	\$9,942.00	5 hrs. – Anderson 70 hrs. – Wolf 12 hrs. – Jones	\$200.00	\$0.00	\$10,142.00	
4	Report Preparation- Five Forks Landfill	\$5,976.00	4 hrs. – Anderson 40 hrs. – Wolf 8 hrs. – Jones	\$200.00	\$0.00	\$6,176.00	
Note * =10% mark-up					Subtotals	\$42,500.00	\$16,318.00
					Total	\$58,818.00	

Mr. Swain Still
June 26, 2018
Page 5

The above laboratory costs and expenses include a 10% mark-up fee. The budget presented above represents a reasonable estimate based on our experience with the Oconee County Sites.

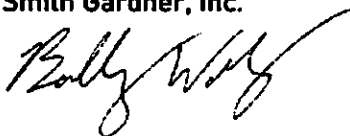
SCHEDULE

S+G can begin the above scope of services immediately upon authorization to proceed from Oconee County.

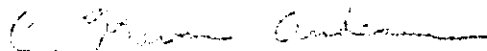
We appreciate the opportunity to assist Oconee County in this scope of services. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely,

Smith Gardner, Inc.



Bobby Wolf, P.G.
Project Geologist
Ext. 302
bobby@smithgardnerinc.com



C. Kevin Anderson, P.G.
Senior Geologist
Ext. 227
kevin@smithgardnerinc.com

File



U.S. Department of Transportation
Federal Aviation Administration

GRANT AGREEMENT

PART I—OFFER

Date of Offer July 11, 2018

Airport/Planning Area Oconee County Regional

AIP Grant Number 3-45-0016-024-2018

DUNS Number 045815883

TO: County of Oconee
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 5, 2018, for a grant of Federal funds for a project at or associated with the Oconee County Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Oconee County Regional Airport (herein called the "Project") consisting of the following:

**Land Acquisition – RW 7 Approach, 0.7 acres, Property + Relocation
Terminal Apron Expansion – 30,000SY, Design Only**

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$671,220**.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$448,650 airport development; and,
\$222,570 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 11, 2018, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor

must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision Implementing Buy American in every contract.

- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 12/10/2008, filed with AIP Project 3-45-0016-014-2005, is incorporated herein by reference and made part of this grant agreement.

23. Employee Protection from Reprisal.**A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. Update Approved Exhibit "A" Property Map for Land In Project. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

25. Land Acquisition. The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the FAA that it has recorded the grant agreement, including the grant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

ACKNOWLEDGEMENT
STATE OF Georgia
COUNTY OF Coweta
On July 11, 2018 before me, a Notary Public, personally appeared Parks Preston, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Kim Hobbs
Signature of Notary



KIM HOBBS
NOTARY PUBLIC
COWETA COUNTY, GEORGIA
MY COMMISSION EXPIRES
SEPTEMBER 7, 2019

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Parks Preston

(Signature)

Parks Preston

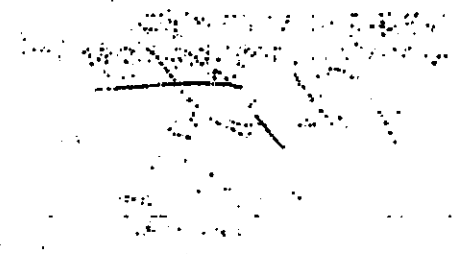
(Typed Name)

Assistant Manager, Atlanta Airports District
Office

(Title of FAA Official)

1952

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PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____,

ACKNOWLEDGEMENT
STATE OF _____
COUNTY OF _____
On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

<i>Signature of Notary</i>

_____ **County of Oconee** _____
(Name of Sponsor)

By: _____
(Signature of Sponsor's Authorized Official)

_____ *(Typed Name of Sponsor's Authorized Official)*

_____ *(Title of Sponsor's Authorized Official)*

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

ACKNOWLEDGEMENT
STATE OF _____
COUNTY OF _____
On _____, before me, a Notary Public, personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

<i>Signature of Notary</i>

By: _____
(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.**1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
 - ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.
- 2. Responsibility and Authority of the Sponsor.**
- a. **Public Agency Sponsor:**
It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/20/2018

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Cammick	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart		
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5 - 2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Marion Lyles [1]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [<1]
Ag. Advisory Board	2016-17	5 - 2	YES	n/a	YES	Jan - March	Debbie Sewell [<1]	Doug Hollifield [<1]	Sandra Gray	Ed Land [<1]	Vickie Willoughby [<1]	Kim Alexander [<1]	Rex Blanton [<1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Bette Boreman [1]	Libby Imbody [1]	Mariam Noorai [1]	Tony Adams [1]	Stacy Smith	Shawn Johnson [1]	Janet Gorman [1]
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	Vacant	Gwen Fowler [1]	Bill Gilster [1]	Marty McKee [<2]	Ryan Honea	Josh Lusk [1]	Charles Morgan [<1]
Building Codes Appeal Board		5 - 0	YES	2X	YES	Jan - March	George Smith [1]	Matt Rochester [1]	Bob DuBose [2]	Kevin Knight	Kenneth Owen		
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Ernie Lombard [1]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	Frances Rundlett [1]
Destination Oconee Action Committee	n/a	5 - 2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]
PRT Commission <small>[members up for reappointment due to initial stagger]</small>	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith[1]; Andrew Conkey [1]; Kevin Evans [1]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			Darlene Greene
Scenic Highway Committee	26-151	0 - 2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	M. McMahan [P, 1.15]; M. Jacobson [P, 1.15]; W. Caster [2, 1.15]			B. Brackett [1.17]; A. Griffin [1.17]; K. Holleman [P[1.17]]; L. Martin [P[1.17]]; A. Suddeth [2]; C. Morrison[1.17]			
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Brad Kisker	Andrew Gramling [1]	Alex Vassey	Frankie Pearson [1]	Stacy Lyles [1]	Gwen McPhail	Mike Johnson
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open						
Capital Project Advisory Committee (end 1.17)			NO	3X	1 yr	January	Council Representative: Wayne McCall/Paul Cain/McCall absence; Lisa Bisuel; Frankie Pearson [2] [1-6/16]						
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV						
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Moulder, Administrator; Mr. Sammy Dickson						
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge						
ACOG BOD				N/A	NO	January	Council Rep: Ms. Cammick [yearly]; 2 yr terms Citizen Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]						

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.

[SHADING = reappointment requested - questionnaire on file]

Denotes Individual who DOES NOT WISH TO BE REAPPOINTED

Bold Italics TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-13

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 06/14/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
06/14/2018



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028



**06 Chevrolet
Monte Carlo**
35K miles. \$12,000
Pete's Auto
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2001 Nissan Truck
Four-wheel drive. Automatic.
Call 706-436-2266



2005 Ford T-Bird
78K miles.. \$15,000.
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2007 Maxima
**For Sale By
Original Owner.**
•Pristine condition.
104,000 miles, always garaged
and well maintained.
Asking \$6,000 or best
reasonable offer.
Call 864-886-9181



2013 Toyota Avalon
Limited Hybrid.
60k miles, \$18,900.
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402 S. Oak St.
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2016 Hyundai Tucson
Eco AWD
23K miles, \$19,500.
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467

(4) that the person proposing resides in the same county where the proposed place of business is located or within five miles of the business; and,
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907;
or faxed to: (803) 896-0110.

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, July 17, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-17
AN ORDINANCE REWRITING, REVISING, AND AMENDING ARTICLE IV OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING LITTER CONTROL; AND OTHER MATTERS RELATED THERETO.

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, July 17, 2018 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-15
AN ORDINANCE AMENDING ARTICLE X OF CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING ADDING A SECTION NUMBER TO IDENTIFY THE ZONING MATRIX; AND OTHER MATTERS RELATED THERETO.

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, July 17, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-13
AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SIGN CONTROL; AND OTHER MATTERS RELATED THERETO.

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, July 17, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-16
AN ORDINANCE REWRITING, REVISING, AND AMENDING CHAPTER 28 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING SOLID WASTE MANAGEMENT; AND OTHER MATTERS RELATED THERETO.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT
SUMMONS
2018-DR-37-798
Tiffani Earnhardt Foster and
Clinton William Foster,
Plaintiffs,
vs.

Defendants.
SECOND AMENDED LIS PENDENS TO THE DEFENDANTS
ABOVE NAMED:
NOTICE IS HEREBY GIVEN that an action will be commenced in this Court upon the Complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of that certain Mortgage of Real Estate given by Elizabeth J Glover a/k/a Elizabeth Joyce Glover (now deceased) to the Plaintiff, its successors and assigns, dated May 7, 2007, and recorded on May 14 2007, in the office of the Clerk of Court for Oconee County, South Carolina in Book 2440 at Page 34; (the "Mortgage").

At the time of the filing of this notice the premises affected by the said action were situated in the County of Oconee, State of South Carolina and are described as follows:
All that certain piece, parcel or lot of land lying and being situated in the State of South Carolina, County of Oconee, being known and designated as Lot Number Sixty-Three (63) of Avondale Subdivision, as shown and more fully described on a plat thereof prepared by R. Jay Cooper P.E. & L.S. # 4682, dated February 24, 1975 and recorded in Plat Book P-38, Page 100, records of Oconee County, South Carolina. This being the same property conveyed unto James W. Glover and Elizabeth Joyce Glover, as Joint Tenants, with the Right of Survivorship, and not as Tenants in Common, by deed of James W. Glover, dated March 2 2002 and recorded in Deed Book 1209, Page 27, records of Oconee County, South Carolina; James W. Glover having died on January 2 2006, as evidenced by Probate Court File No. 2006ES37-167, records of Oconee County, South Carolina, and all his interest in said property having then transferred to Elizabeth Joyce Glover. TMS#: 207-03-01-009

For a complete description of the property encumbered by the Mortgage, the undersigned craves reference to the Mortgage, the terms which are incorporated herein by reference.

SUMMONS AND NOTICE OF FILING OF COMPLAINT TO THE DEFENDANT CAROL RAENEL AND ALL DEFENDANTS ABOVE NAMED:
YOU ARE HEREBY SUMMONED to appear and answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint upon the subscribers, at their office, 111682, Columbia, South Carolina 29211, within thirty (30) days after the service hereof, exclusive of the day of service; and if you fail to answer the Complaint in the time aforesaid judgment by default will be rendered against you for the relief demanded in the Complaint.

NOTICE IS HEREBY GIVEN that original Complaint in the above entitled action was filed in the office of the Clerk of Court for Oconee County on March 2018.

NOTICE OF ORDER APPOINTING GUARDIAN AD LITEM NISI AN ATTORNEY TO THE DEFENDANTS HERENAMES AND ADDRESSES UNKNOWN, INCLUDING ANY THE OF WHO MAY BE MINORS, IMPROBONED PERSONS, INCOMPETENT PERSONS, UNDER OTHER LEGAL DISABILITY OR IN THE MILITARY SERVICE, IF ANY, WHETHER RESIDENTS OR NON-RESIDENTS OF SOUTH CAROLINA AND TO THE NATURAL, GENERAL, TESTAMENTARY GUARDIAN OR COMMITTEE OR OTHERWISE, AND TO

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-15

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 06/14/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
06/14/2018



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028

06 Chevrolet
Monte Carlo
35K miles. \$12,000
Pete's Auto
402 South Oak Street
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2001 Nissan Truck
Four-wheel drive. Automatic.
Call 706-436-2266



2005 Ford T-Bird
78K miles.. \$15,000.
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467



2007 Maxima
For Sale By
Original Owner.
•Pristine condition.
104,000 miles, always garaged
and well maintained.
Asking \$6,000 or best
reasonable offer.
Call 864-886-9181



2013 Toyota Avalon
Limited Hybrid.
60k miles, \$18,900.
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467



2016 Hyundai Tucson
Eco AWD
23K miles, \$19,500.
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467

resides in the same county where the proposed place of business is located or within five miles of the business; and,
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907;
or faxed to: (803) 896-0110.

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, July 17, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-17

AN ORDINANCE REWRITING, REVISING, AND AMENDING ARTICLE IV OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING LITTER CONTROL; AND OTHER MATTERS RELATED THERETO.

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, July 17, 2018 at 6pm in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-15

AN ORDINANCE AMENDING ARTICLE X OF CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING ADDING A SECTION NUMBER TO IDENTIFY THE ZONING MATRIX; AND OTHER MATTERS RELATED THERETO.

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, July 17, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-13

AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SIGN CONTROL; AND OTHER MATTERS RELATED THERETO.

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, July 17, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-16

AN ORDINANCE REWRITING, REVISING, AND AMENDING CHAPTER 28 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING SOLID WASTE MANAGEMENT; AND OTHER MATTERS RELATED THERETO.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT
SUMMONS
2018-DR-37-798

Tiffani Earnhardt Foster and
Clinton William Foster,
Plaintiffs,
vs.

**DEFENDANTS:
SECOND AMENDED LIS PENDENS
TO THE DEFENDANTS
ABOVE NAMED:**

NOTICE IS HEREBY GIVEN that an action will be commenced in this Court upon the Complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of that certain Mortgage of Real Estate given by Elizabeth J. Glover a/k/a Elizabeth Joyce Glover (now deceased) to the Plaintiff, its successors and assigns, dated May 7, 2007, and recorded on May 14, 2007, in the office of the Clerk of Court for Oconee County, South Carolina in Book 2440 at Page 343 (the "Mortgage").

At the time of the filing of this notice the premises affected by the said action were situated in the County of Oconee, State of South Carolina and are described as follows:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being known and designated as Lot Number Sixty-Three (63) of Avondale Subdivision, as shown and more fully described on a plat thereof prepared by R. Jay Cooper, P.E. & L.S. # 4682, dated February 24, 1975 and recorded in Plat Book P-38, Page 100, records of Oconee County, South Carolina. This being the same property conveyed unto James W. Glover and Elizabeth Joyce Glover, as Joint Tenants, with the Right of Survivorship, and not as Tenants in Common, by deed of James W. Glover, dated March 2, 2002 and recorded in Deed Book 1209, Page 27, records of Oconee County, South Carolina; James W. Glover having died on January 2, 2006, as evidenced by Probate Court File No. 2006ES37-167, records of Oconee County, South Carolina, and all his interest in said property having then transferred to Elizabeth Joyce Glover. TMS#: 207-03-01-009

For a complete description of the property encumbered by the Mortgage, the undersigned craves reference to the Mortgage, the terms which are incorporated herein reference

SUMMONS AND NOTICE OF FILING OF COMPLAINT

TO THE DEFENDANT CAROL R. ENEL AND ALL DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED required to answer the Complaint in action, a copy of which is hereby served upon you, and to serve a copy of your answer to the said Complaint upon the subscribers, at their office, 1 Laurel Street (29201), Post Office 11682, Columbia, South Carolina 29 within thirty (30) days after the service hereof, exclusive of the day of service; and if you fail to answer the Complaint in the time after judgment by default will be rendered against you for the relief demanded in the Complaint.

NOTICE IS HEREBY GIVEN that the original Complaint in the above action was filed in the office of the Clerk of Court for Oconee County on March 2018.

NOTICE OF ORDER APPOINTING GUARDIAN AD LITEM NISI ATTORNEY

TO: THE DEFENDANTS' NAMES AND ADDRESSES, KNOWN, INCLUDING ANY THOSE OF WHO MAY BE MINORS, IMPROVED PERSONS, INCOMPETENT PERSONS, UNDER OTHER LEGAL DISABILITY OR IN THE MILITARY SERVICE, IF ANY, WHETHER RESIDENTS OR NON-RESIDENTS OF SOUTH CAROLINA AND TO NATURAL, GENERAL, TESTAMENTARY GUARDIAN OR COMMITTEE OR OTHERWISE, AND TO

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-16

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 06/14/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
06/14/2018



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028

06 Chevrolet
Monte Carlo
35K miles. \$12,000
Pete's Auto
402 South Oak Street
Seneca • 864-882-1467



2001 Nissan Truck
Four-wheel drive. Automatic.
Call 706-436-2266



2005 Ford T-Bird
78K miles.. \$15,000.
Pete's Auto
402 S. Oak St.
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2007 Maxima
For Sale By
Original Owner.
•Pristine condition.
104,000 miles, always garaged
and well maintained.
Asking \$6,000 or best
reasonable offer.
Call 864-886-9181



2013 Toyota Avalon
Limited Hybrid.
60k miles, \$18,900.
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467



2016 Hyundai Tucson
Eco AWD
23K miles, \$19,500.
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467

proposed place of business is located or within five miles of the business; and,
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907;
or faxed to: (803) 896-0110.

NOTICE OF PUBLIC HEARING
There will be a public hearing at 6pm, Tuesday, July 17, 2018 in Oconee County Council Chambers located at 415 South Pine Street, Walhalla, SC 29691 for the following ordinance:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2018-17
AN ORDINANCE REWRITING, REVISING, AND AMENDING ARTICLE IV OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING LITTER CONTROL; AND OTHER MATTERS RELATED THERETO.

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OCONEE COUNTY
Ordinance 2018-15
AN ORDINANCE AMENDING ARTICLE X OF CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING ADDING A SECTION NUMBER TO IDENTIFY THE ZONING MATRIX; AND OTHER MATTERS RELATED THERETO.

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OCONEE COUNTY
Ordinance 2018-13
AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SIGN CONTROL; AND OTHER MATTERS RELATED THERETO.

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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE FAMILY COURT
TENTH JUDICIAL CIRCUIT
SUMMONS
2018-DR-37-798
Tiffani Earnhardt Foster and
Clinton William Foster,
Plaintiffs,
vs.

SECOND AMENDED LIS PENDENS TO THE DEFENDANTS ABOVE NAMED:
NOTICE IS HEREBY GIVEN that an action will be commenced in this Court upon the Complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of that certain Mortgage of Real Estate given by Elizabeth J. Glover a/k/a Elizabeth Joyce Glover (now deceased) to the Plaintiff, its successors and assigns, dated May 7, 2007, and recorded on May 14, 2007, in the office of the Clerk of Court for Oconee County, South Carolina in Book 2440 at Page 343 (the "Mortgage").
At the time of the filing of this notice, the premises affected by the said action were situated in the County of Oconee, State of South Carolina, and are described as follows:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being known and designated as Lot Number Sixty-Three (63) of Avondale Subdivision, as shown and more fully described on a plat thereof prepared by R. Jay Cooper, P.E. & L.S. # 4682, dated February 24, 1975 and recorded in Plat Book P-38, Page 100, records of Oconee County, South Carolina. This being the same property conveyed unto James W. Glover and Elizabeth Joyce Glover, as Joint Tenants, with the Right of Survivorship, and not as Tenants in Common, by deed of James W. Glover, dated March 20, 2002 and recorded in Deed Book 1209, Page 27, records of Oconee County, South Carolina; James W. Glover having died on January 26, 2006, as evidenced by Probate Court File No. 2006ES37-167, records of Oconee County, South Carolina, and all his interest in said property having then transferred to Elizabeth Joyce Glover. TMS#: 207-03-01-009

For a complete description of the property encumbered by the Mortgage, the undersigned craves reference to the Mortgage, the terms of which are incorporated herein by reference.

SUMMONS AND NOTICE OF FILING OF COMPLAINT TO THE DEFENDANT CAROL RAVENEL AND ALL DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint upon the subscribers, at their office, 1703 Laurel Street (29201), Post Office Box 11682, Columbia, South Carolina 29211, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint in the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

NOTICE IS HEREBY GIVEN that the original Complaint in the above entitled action was filed in the office of the Clerk of Court for Oconee County on March 5, 2018.

NOTICE OF ORDER APPOINTING GAURDIAN AD LITEM NISI AND ATTORNEY

TO: THE DEFENDANTS HEREIN, NAMES AND ADDRESSES UNKNOWN, INCLUDING ANY THEREOF WHO MAY BE MINORS, IMPRISONED PERSONS, INCOMPETENT PERSONS, UNDER OTHER LEGAL DISABILITY OR IN THE MILITARY SERVICE, IF ANY, WHETHER RESIDENTS OR NON-RESIDENTS OF SOUTH CAROLINA AND TO THE NATURAL, GENERAL, TESTAMENTARY GUARDIAN OR COMMITTEE, OR OTHERWISE, AND TO THE

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: NOTICE OF PUBLIC HEARING - ORDINANCE 2018-17

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 06/14/2018 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
06/14/2018



Kelsie Beebe
Notary Public
State of South Carolina
My Commission Expires February 13, 2028

KELSIE BEEBE
Notary Public, State of South Carolina
My Commission Expires 2/13/2028



**06 Chevrolet
Monte Carlo**
35K miles, \$12,000
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2016 Hyundai Tucson
Eco AWD
23K miles, \$19,500.
Pete's Auto
402 S. Oak St.
Seneca • 864-882-1467

requested by the applicant.
(4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,
(5) The name of the applicant and the address of the premises to be licensed.

Protests must be mailed to:
S.C. Department of Revenue,
ABL SECTION,
P.O. Box 125,
Columbia, SC 29214-0907;
or faxed to: (803) 896-0110.

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OCONEE COUNTY
Ordinance 2018-16
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STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
IN THE FAMILY COURT
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SUMMONS
2018-DR-37-798

Tiffani Earnhardt Foster and
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Plaintiffs,
vs.

CAROLINA.
Defendants.
SECOND AMENDED LIS PENDENS TO THE DEFENDANTS ABOVE NAMED:
NOTICE IS HEREBY GIVEN that an action will be commenced in this Court upon the Complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of that certain Mortgage of Real Estate given by Elizabeth J. Glover a/k/a Elizabeth Joyce Glover (now deceased) to the Plaintiff, its successors and assigns, dated May 7, 2007, and recorded on May 14, 2007, in the office of the Clerk of Court for Oconee County, South Carolina in Book 2440 at Page 343 (the "Mortgage").

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YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint upon the subscribers, at their office, 1703 Laurel Street (29201), Post Office Box 11682, Columbia, South Carolina 29211, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint in the time aforesaid judgment by default will be rendered against you for the relief demanded in the Complaint.

NOTICE IS HEREBY GIVEN that the original Complaint in the above entitled action was filed in the office of the Clerk of Court for Oconee County on March 5, 2018.

NOTICE OF ORDER APPOINTING GUARDIAN AD LITEM NISI ANI ATTORNEY TO: THE DEFENDANTS HEREIN NAMES AND ADDRESSES UNKNOWN, INCLUDING ANY THERE OF WHO MAY BE MINORS, IMPRISONED PERSONS, INCOMPETENT PERSONS, UNDER OTHER LEGAL DISABILITY OR IN THE MILITARY SERVICE, IF ANY, WHETHER RESIDENTS OR NON-RESIDENTS OF SOUTH CAROLINA AND TO THE NATURAL, GENERAL, TESTAMENTARY GUARDIAN OR COMMITTEE OR OTHERWISE, AND TO THE



Public Comment

SIGN IN SHEET

6:00 PM

July 17, 2018

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
✓ 1	Vickie Towe	water line on Hwy 11
✓ 2	Jean Jennings	weather
✓ 3	JERRY BARWETT	
✓ 4	Paul Boggs	641 Lands End Rd
✓ 5	EDDIE MARTIN	Water line Hwy 11
✓ 6	Jaxon Stephens	611 Lands End Rd
✓ 7	Kay Wade	water line - Hwy 11
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: July 17, 2018 6:00 p.m.**

Ordinance 2018-17 "AN ORDINANCE REWRITING, REVISING, AND AMENDING ARTICLE IV OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING LITTER CONTROL; AND OTHER MATTERS RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

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Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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(Handwritten signature in blue ink is present across rows 4-11)



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: July 17, 2018 6:00 p.m.**

Ordinance 2018-16 "AN ORDINANCE REWRITING, REVISING, AND AMENDING CHAPTER 28 OF THE OCONEE COUNTY CODE OF ORDINANCES, REGARDING SOLID WASTE MANAGEMENT; AND OTHER MATTERS RELATED THERETO."

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OCONEE COUNTY COUNCIL MEETING
DATE: July 17, 2018 6:00 p.m.**

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**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: July 17, 2018 6:00 p.m.**

Ordinance 2018-13 "AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SIGN CONTROL; AND OTHER MATTERS RELATED THERETO."

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[Handwritten signature in blue ink across rows 4-14]